

# **AGENDA**

## FOR THE

## REGULAR BOARD OF ALDERMEN MEETING

**OF** 

MONDAY, MARCH 2, 2015

AT THE

MANCHESTER POLICE FACILITY 200 HIGHLANDS BOULEVARD DRIVE



#### REGULAR MEETING OF THE BOARD OF ALDERMEN

NEXT BILL: 15-2214

NEXT ORD: 15-2100 NEXT RES: 15-0518

DATE:

MONDAY, MARCH 2, 2015 – 7:00 p.m.

MEETING TO BE HELD AT THE POLICE FACILITY 200 HIGHLANDS BOULEVARD DRIVE

PUBLIC HEARING:

Special Use Permit Request for a massage therapist business at 128 Enchanted Parkway

#### **AGENDA**

PAGE NO.

- 1. Call to Order:
  - a. Pledge of Allegiance to the Flag
  - b. Invocation
- 2. Roll Call and Statement of Quorum
- 3. Approval of the Minutes:
  - a. Minutes of the Regular Board of Aldermen meeting of February 17, 2015

1 - 5

- 4. Establishment of Order of Items on the Agenda
- 5. Consideration of Petitions and Comments from the Public
  - a. Presentation to the City of painting by Bill Vivrett
  - b. Comments from the Public
- 6. Reports from the Mayor

	a.	Mayoral Report	
7.	Repor	rts from the City Administrator	
	a.	List of Paid Bills (Warrant dates of February 11 – February 27, 2015)	6 - 25
8.	Repor	rts from Committees	
	a.	Planning and Zoning Commission	
	b.	Homecoming Committee	
	c.	Manchester Arts	
9.	Action	n on Old Bills	
	a.	There are none.	
10.	Introd	uction of New Bills	
	a.	Resolution accepting bid for the aquatic building and pavilion roofing project – Alderman Diehl	26 - 31
	b.	Resolution authorizing execution of a Municipal Housing and Community Development Cooperation Agreement – Alderman Hamill	32 - 38
	c.	Resolution accepting an opportunity grant from the Regional Arts Commission – Alderman Stevens	39 - 46
	d.	Bill approving a Special Use Permit for a massage therapist business at 128 Enchanted Parkway, Suite 102 – first reading – Alderman Clement <i>EMERGENCY LEGISLATION REQUESTED BY APPLICANT</i>	47 - 61
11.	Misce	llaneous	
	a.	Comments from the Public	
12.	Execu	tive Sessions:	

- a. Closed Session: Pursuant to Section 610.021 (2) of the Revised Statutes of the State of Missouri pertaining to the leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.
- b. Closed Session: Pursuant to Section 610.021 (1) of the Revised Statutes of the State of Missouri pertaining to legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communication between a public governmental body or its representatives and its attorneys.

#### 13. Adjournment

Note: Due to ongoing City business, all meeting agendas should be considered tentative.

If you are a person with a disability or have special needs in order to participate in this public meeting, please contact City Administrator Andy Hixson no later than 72 hours before the meeting.

For more information, call: 636-227-1385 VOICE 1-800-735-2966 TDD 1-800-735-2466 RELAY MISSOURI



(636) 227-1385

#### PUBLIC HEARING NOTICE

The City of Manchester Board of Aldermen shall hold a public hearing on Monday, March 2, 2015 at 7:00 p.m. at the Manchester Police Facility, 200 Highlands Boulevard Drive, to consider the following:

A. CASE #15-SUP-002 – A request for a Special Use Permit has been made by Elizabeth Ann Maddox of Precision Massage, LLC (formerly Selah Massage Therapies, LLC) for a massage therapist business at 128 Enchanted Parkway, Suite 102. The property is zoned C-1 Commercial District.



#### MINUTES OF THE REGULAR BOARD OF ALDERMEN MEETING OF TUESDAY, FEBRUARY 17, 2015 AT 200 HIGHLANDS BOULEVARD DRIVE

#### 1. <u>CALL TO ORDER</u>

Mayor David L. Willson called the Regular Board of Aldermen meeting to order at 7:00 p.m.

#### 2. ROLL CALL AND STATEMENT OF QUORUM

Roll call showed those present were Alderman Clement, Alderman Ottenad, Alderman Schrader, Alderman Diehl, and Mayor Willson. Alderman Stevens, Alderman Hamill, and Attorney Gunn were absent. A quorum was present.

#### 3. APPROVAL OF THE MINUTES

a. <u>Minutes of the February 2, 2015 Public Hearing in regard to a Special Use Permit</u>
Request for a laundry and dry cleaning business

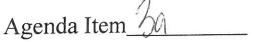
Alderman Clement made the motion to approve the Minutes of the February 2, 2015 Public Hearing in regard to a Special Use Permit Request for a laundry and dry cleaning business. The motion was seconded by Alderman Ottenad and carried unanimously, without objection.

b. <u>Minutes of the February 2, 2015 Public Hearing in regard to a modification of the sign regulations in the Planned Business District</u>

Alderman Schrader made the motion to approve the Minutes of the February 2, 2015 Public Hearing in regard to a modification of the sign regulations in the Planned Business District. The motion was seconded by Alderman Clement and carried unanimously, without objection.

#### c. <u>Minutes of the February 2, 2015 Regular Board of Aldermen meeting</u>

Alderman Clement made the motion to approve the Minutes of the February 2, 2015 Regular Board of Alderman meeting. The motion was seconded by Alderman Schrader and carried unanimously, without objection.



#### 4. ESTABLISHMENT OF ORDER OF ITEMS ON THE AGENDA

Mayor Willson stated that Alderman Clement would be doing the second reading of Bill # 15-2213, and Alderman Ottenad would be reading the Resolution assigned to Alderman Stevens.

Alderman Clement made the motion to approve the Order of Items on the Agenda as amended. The motion was seconded by Alderman Ottenad and carried unanimously, without objection.

#### 5. CONSIDERATION OF PETITIONS AND COMMENTS FROM THE PUBLIC

a. Comments from the Public

There were none.

#### 6. REPORTS FROM THE MAYOR

#### a. Mayoral Report

Mayor Willson reported on February 9, he met with the District Manager from the Boy Scouts of America, along with Director Arnett and City Administrator Hixson. Mayor Willson said the District Manager wanted to get familiar with the City of Manchester and see what the boy scouts can do to participate in Manchester projects. On February 12, he, along with Chief Walsh and City Administrator Hixson, went to the MADD (Mothers Against Drunk Drivers) Dinner; Lieutenant Smith, Officer Roybal and Officer Ebert were presented with awards in regard to apprehending drunk drivers and alcohol-related offenses. Mayor Willson attended the Lafayette Area Mayors Organization meeting on February 13, the discussion was about tax conversation and how the tax structure could be changed. Mayor Willson reported that today there was a meeting with Michelle Vogel, the Engineer for the Missouri Department of Transportation (MoDOT). He said they discussed cutting grass, plowing streets, and painting boxes, also in attendance were Alderman Ottenad, Alderman Clement, and Director Ruck. In addition, Mayor Willson attended the Rotary Club Luncheon today with Director Arnett, Alderman Diehl, and City Administrator Hixson and they discussed the potential for economic development.

#### 7. REPORTS FROM THE CITY ADMINISTRATOR

a. List of Paid Bills (Warrant dates of February 5 – February 11, 2015)

There were no questions.

#### 8. REPORTS FROM COMMITTEES

#### a. Planning and Zoning Commission

Alderman Clement stated that they did not meet last week, but there is an Agenda for next week.

#### b. Manchester Arts

Alderman Clement advised that the Manchester Arts Board meets tomorrow. The

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photography show will be at Manchester United Methodist Church. Also, the Manchester Community Band concerts are being planned currently and they now have themes, it is estimated that there will be 80 to 120 musicians.

#### 9. ACTION ON OLD BILLS

a. BILL # 15-2210, AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A LAUNDRY AND DRY CLEANING BUSINESS AT 14523 MANCHESTER ROAD

Alderman Diehl read for the second time Bill # 15-2210, entitled: "AN ORDINANCE CREATING A SPECIAL USE PERMIT AND GRANTING THE SAME TO STL CLEANERS, LLC, DOING BUSINESS AS CD ONE PRICE CLEANERS TO OPERATE A LAUNDRY AND DRY CLEANING BUSINESS AT 14523 MANCHESTER ROAD, AS PROVIDED FOR IN SECTION 405.240(C)(5)(f) OF THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER", by title only.

Alderman Diehl made the motion that Bill # 15-2210 become Ordinance # 15-2096. The motion was seconded by Alderman Clement.

A poll of the Board showed:

Alderman Stevens - absent Alderman Hamill - absent Alderman Diehl - aye Alderman Schrader - aye Alderman Ottenad - aye Alderman Clement - aye

Mayor Willson announced that the motion passed 4 - 0, with no objections and two absentees.

b. BILL # 15-2211, AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CODE RELATING TO SIGNAGE REGULATIONS IN THE PLANNED BUSINESS DISTRICT

Alderman Clement read for the second time Bill # 15-2211, entitled: "AN ORDINANCE AMENDING SECTION 405.285(E)(2)(e) OF THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER RELATING TO SIGNS IN THE PLANNED BUSINESS DISTRICT OF THE CITY OF MANCHESTER", by title only.

Alderman Clement made the motion that Bill # 15-2212 become Ordinance # 15-2097. The motion was seconded by Alderman Ottenad.

A poll of the Board showed:

Alderman Hamill - absent Alderman Diehl - aye Alderman Schrader - aye Alderman Ottenad - aye

# Agenda Item 30

Alderman Clement - aye Alderman Stevens - absent

Mayor Willson announced that the motion passed 4 - 0, with no objections and two absentees.

c. BILL # 15-2212, AN ORDINANCE AMENDING THE CODE OF ORDINANCES RELATING TO THE BOCA CODE

Alderman Schrader read for the second time Bill # 15-2212, entitled: "AN ORDINANCE AMENDING CERTAIN PORTIONS OF SECTION 405.320 OF THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER RELATING TO REFERENCES THEREIN TO THE BOCA CODE", by title only.

Alderman Schrader made the motion that Bill # 15-2212 become Ordinance # 15-2098. The motion was seconded by Alderman Ottenad and Alderman Clement.

#### A poll of the Board showed:

Alderman Diehl - aye Alderman Schrader - aye Alderman Ottenad - aye Alderman Clement - aye Alderman Stevens - absent Alderman Hamill - absent

Mayor Willson announced that the motion passed 4 - 0, with no objections and two absentees.

d. BILL # 15-2213, AN ORDINANCE AUTHORIZING CONTRACT FOR PARTICIPATION IN ST. LOUIS COUNTY COURT'S MENTAL HEALTH/JAIL DIVERSION PROGRAM

Alderman Clement read the second time for Alderman Hamill Bill # 15-2213, entitled: "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF MANCHESTER A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR MUNICIPAL ORDINANCE PROSECUTION IN THE ST. LOUIS COUNTY MUNICIPAL COURT'S MENTAL HEALTH/JAIL DIVERSION PROGRAM.

Alderman Clement made the motion that Bill # 15-2213 become Ordinance # 15-2099. The motion was seconded by Alderman Schrader.

#### A poll of the Board showed:

Alderman Schrader - aye Alderman Ottenad - aye Alderman Clement - aye Alderman Stevens - absent Alderman Hamill - absent Alderman Diehl - aye Mayor Willson announced that the motion passed 4 - 0, with no objections and two absentees.

#### 10. INTRODUCTION OF NEW BILLS

a. RESOLUTION APPROVING CONTRACT FOR THE 2015 POOL MANAGEMENT BID

Alderman Ottenad read proposed Resolution # 15-0517, entitled: "A RESOLUTION ACCEPTING THE BID OF LIFEGUARDS UNLIMITED, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY THOUSAND FOUR HUNDRED DOLLARS (\$170,400.00) FOR ALL LABOR, MATERIALS, TOOLS, AND EXPENDABLE EQUIPMENT NECESSARY FOR THE MANAGEMENT AND OPERATION OF THE MANCHESTER AQUATIC CENTER IN 2015 AND AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO A CONTRACT THEREFOR.", by title only.

Alderman Ottenad made the motion for approval of Resolution # 15-0517. The motion was seconded by Alderman Clement and carried unanimously, without objection.

#### 11. MISCELLANEOUS

a. Comments from the Public

There were none.

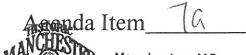
#### 12. ADJOURNMENT

At 7:13 p.m., there being no further business, Alderman Schrader made the motion to adjourn. The motion was seconded by Alderman Clement and carried unanimously, without objection. The meeting adjourned at 7:13 p.m.

Respectfully submitted,

Ruth E. Baker, MMC/MRCC-S City Clerk

**Note:** This is a journal of the Board of Aldermen meeting held February 17, 2015 (summary); not a verbatim transcript. If a recording of the meeting is desired, please contact City Hall.



Manchester, MO

# **Check Register**

Packet: APPKT00527 - Check Run 2 - 20150211

By Check Number

Vendor Number Bank Code: APBNK-AP	Vendor Name BNK	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1029	Aramark Uniform Services	02/11/2015	Regular	0.00	225.17	43409
1269	Kiesler's Police Supply, Inc.	02/11/2015	Regular	0.00	15.00	43410

#### Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	2	0.00	240.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	5	2	0.00	240.17





Packet: APPKT00531 - Check Run - 20150218



By Check Number



Manchester, MO

A PROCESS MANY A MANAGET POT						
Vendor Number	Vendor Name	<b>Payment Date</b>	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK	-APBNK					
2608	AFLAC	02/18/2015	Regular	0.00	214.04	43411
0009	Ameren Missouri	02/18/2015	Regular	0.00	6,153.78	43412
0010	Ameren Missouri	02/18/2015	Regular	0.00		43413
1029	Aramark Uniform Services	02/18/2015	Regular	0.00	111.36	43414
0022	Arco Lawn Equipment, Inc.	02/18/2015	Regular	0.00	3.98	43415
1265	Brewer Machine & Gear Co.	02/18/2015	Regular	0.00	1,855.51	43416
0060	Bussen Quarries, Inc.	02/18/2015	Regular	0.00	174.66	43417
0034	City of Ballwin	02/18/2015	Regular	0.00	12,448.25	43418
1970	Copying Concepts	02/18/2015	Regular	0.00	167.00	43419
0494	Crescent Parts & Equipment Co., In	c 02/18/2015	Regular	0.00	11.35	43420
2502	CXtec	02/18/2015	Regular	0.00	238.15	43421
2173	Family Support Payment Center	02/18/2015	Regular	0.00	250.00	43422
2173	Family Support Payment Center	02/18/2015	Regular	0.00	213.70	43423
0340	Fred Weber, Inc.	02/18/2015	Regular	0.00	636.65	43424
0135	Grainger	02/18/2015	Regular	0.00	111.78	43425
2495	Hackett Security, Inc.	02/18/2015	Regular	0.00	252.00	43426
0153	Industrial Soap	02/18/2015	Regular	0.00	949.94	43427
2022	Just Me Apparel	02/18/2015	Regular	0.00	100.00	43428
2176	MAILFINANCE	02/18/2015	Regular	0.00	496.35	43429
0185	Mark S. Levitt	02/18/2015	Regular	0.00	1,800.00	43430
0197	Metropolitan St. Louis Sewer District	02/18/2015	Regular	0.00	564.77	43431
1279	Michael P. Gunn	02/18/2015	Regular	0.00	1,800.00	43432
0205	Midwest Systems Truck Equipment	02/18/2015	Regular	0.00	618.00	43433
2015	Mor Electric Heating Assoc., Inc.	02/18/2015	Regular	0.00	648.37	43434
0865	MPRA	02/18/2015	Regular	0.00	520.00	43435
1330	National Diamond Enterprises	02/18/2015	Regular	0.00	748.00	43436
1651	Office of the Circuit Clerk	02/18/2015	Regular	0.00	92.98	43437
2494	Pace Properties, LLC	02/18/2015	Regular	0.00	3,674.24	43438
2591	Paving Maintenance Supply, Inc.	02/18/2015	Regular	0.00	1,575.00	43439
1082	Petty Cash by Eileen Collins	02/18/2015	Regular	0.00	10.11	43440
0279	Rejis Commission	02/18/2015	Regular	0.00	1,017.61	43441
0293	S.L.A.C.M.A.	02/18/2015	Regular	0.00	15.00	43442
2245	Scott Laytham	02/18/2015	Regular	0.00	300.00	43443
2038	Southern Computer Warehouse	02/18/2015	Regular	0.00	95.02	13444
1072		02/18/2015	Regular	0.00	42.65	13445
0324	Terrafil Incorporated	02/18/2015	Regular	0.00	81.00 4	13446
0328		02/18/2015	Regular	0.00	45.20 4	13447
2068		02/18/2015	Regular	0.00	203.85 4	13448
1652		02/18/2015	Regular	0.00	4,370.00 4	13449
1824		02/18/2015	Regular	0.00	65.43 4	3450
0310		02/18/2015	Regular	0.00	193.61 4	3451
2202		02/18/2015	Regular	0.00	371.00 4	3452
0973		02/18/2015	Regular	0.00	1,835.24 4	3453
0337		02/18/2015	Regular	0.00	1,024.66 4	3454
0628	Vulcan Signs	02/18/2015	Regular	0.00	587.61 4	3455

Packet: APPKT00531-Check Run - 20150218

**Vendor Number** 0393

**Vendor Name** 

World-Wide Car Service, Inc.

**Payment Date** 02/18/2015

Payment Type Regular

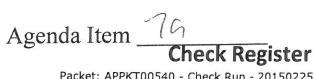
0.00

Discount Amount Payment Amount Number

2,350.00 43456

**Bank Code APBNK Summary** 

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	62	46	0.00	49,311.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	62	46	0.00	49,311.14



Packet: APPKT00540 - Check Run - 20150225

By Check Number



MANCHESTER	Manchester,	МО

THE WALLEY					2, 3	TOUT TOUT
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBN	K-APBNK					
0010	Ameren Missouri	02/25/2015	Regular	0.00	23.21	43457
0009	Ameren Missouri	02/25/2015	Regular	0.00	1,633.50	43458
0011	American Carnival Mart	02/25/2015	Regular	0.00	213.84	43459
2156	BeneFlex HR Resources, Inc.	02/25/2015	Regular	0.00	555.15	43460
0050	Blue Chip Exterminating, Inc.	02/25/2015	Regular	0.00	23.00	43461
1085	Breese Publishing Company	02/25/2015	Regular	0.00	3,477.00	43462
0060	Bussen Quarries, Inc.	02/25/2015	Regular	0.00	151.60	43463
1037	Canon Financial Services, Inc.	02/25/2015	Regular	0.00	116.96	43464
2455	Charter Communications	02/25/2015	Regular	0.00	219.89	43465
2221	Collector of Revenue	02/25/2015	Regular	0.00	20.00	43466
2336	Commerce Bank - Commercial Care		Regular	0.00	191.64	43467
2337	Commerce Bank - Commercial Card		Regular	0.00	175.00	43468
1902	Commerce Bank - Commercial Card		Regular	0.00	226.30	43469
2601	Commerce Bank - Commercial Card	and the second s	Regular	0.00	210.59	43470
2600	Commerce Bank - Commercial Card	SECONDARY SECOND	Regular	0.00	24.99	43471
2093	Commerce Bank - Commercial Card	SEC SECULO CONTRACTOR CONTRACTOR SECULO	Regular	0.00	2,223.11	43472
2619	Commerce Bank - Commercial Card		Regular	0.00	797.23	43473
2285	Commerce Bank Commercial Card	02/25/2015	Regular	0.00	195.00	43474
0087	Contractor's Welding, Inc.	02/25/2015	Regular	0.00	591.41	43475
1970	Copying Concepts	02/25/2015	Regular	0.00	67.00	43476
0494	Crescent Parts & Equipment Co., Inc	to a property from the fill a construction	Regular	0.00	116.64	43477
0699	Florissant Psychological Services	02/25/2015	Regular	0.00	225.00	43478
0122	Froesel Oil Co.	02/25/2015	Regular	0.00	3,054.75	43479
0131	General Material Co.	02/25/2015	Regular	0.00	328.32	43480
0595	GO2 Partners	02/25/2015	Regular	0.00	45.48	43481
0421	Home Depot Credit Services	02/25/2015	Regular	0.00	31.84	43482
0183	Leon Uniform	02/25/2015	Regular	0.00	650.49	43483
1185	MACAA 2015 Conference Registration		Regular	0.00	100.00	43484
0781	Major Case Squad of Greater St. Lou	02/25/2015	Regular	0.00	475.00	43485
0189	Mango	02/25/2015	Regular	0.00	98.04	43486
1410	Metropark Communications, Inc.	02/25/2015	Regular	0.00	2,178.39	43487
0198	Metropolitan Glass Co.	02/25/2015	Regular	0.00	61.89	43488
0359	Mid-States Org. Crime Info. Center	02/25/2015	Regular	0.00	200.00	43489
2192	Missouri Department of Revenue	02/25/2015	Regular	0.00	35.00	43490
2076	Missouri Safety Center	02/25/2015	Regular	0.00	695.00	43491
2567	Missouri State University - MO State	02/25/2015	Regular	0.00	530.00	43492
1988	N. B. West Contracting Company	02/25/2015	Regular	0.00	398.20	43493
0251	Office Depot	02/25/2015	Regular	0.00	1,379.55	43494
2591	Paving Maintenance Supply, Inc.	02/25/2015	Regular	0.00	1,520.00	43495
1637	Peckham Guyton Albers & Viets, Inc.		Regular	0.00	750.00	43496
1192	Petty Cash by Bob Ruck	02/25/2015	Regular	0.00	37.42	43497
0390	Professional Investigators Council, Ir	02/25/2015	Regular	0.00	100.00	43498
2179	Republic Services - #346	02/25/2015	Regular	0.00	106,087.60	13499
0850	Royal Gate Auto Plaza	02/25/2015	Regular	0.00	90.75	13500
0306	St. Louis Co. Municipal League	02/25/2015	Regular	0.00	20.00	13501
0449	St. Louis Composting, Inc.	02/25/2015	Regular	0.00	40.00	13502
2411	Staples Advantage	02/25/2015	Regular	0.00	189.32 4	13503
2350	Stock & Associates Consulting Engin-		Regular	0.00	16,242.50 4	13504
0324		02/25/2015	Regular	0.00	215.00 4	13505
1652		02/25/2015	Regular	0.00	9,494.00 4	3506
2177		02/25/2015	Regular	0.00	1,000.00 4	3507
0310	Treasurer, St. Louis County	02/25/2015	Regular	0.00	95.35 4	3508

Packet: APPKT00540-Check Run - 20150225

Vendor NumberVendor NamePayment DatePayment TypeDiscount AmountPayment AmountNumber1136Voss Lighting02/25/2015Regular0.00183.6843509

#### Bank Code APBNK Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	66	53	0.00	157,805.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	66	53	0.00	157.805.63

# **Board Approval Report**By Vendor Name

Manchester, MO

The state of the s						Payment Dates 2/11/2015 - 2/11/2019	7,707,1
Payment Date	Payable Number	Description (Payable)	Description (Item)			/7 - 6107 /11 /- 6000	11/2015
Vendor: 1029 - Aramark Uniform Services	niform Services		(11124) 1124	Account Name	Account Number	Post Date	Amount
02/11/2015	452-8371827	Unifoms cleaned, Mats &	Mats - 1/28/15	Informs O. Farit			
02/11/2015		Shop Towels, Mats-1/28/15		orinolinis & cquipment	10-460-4160	01/28/2015	9.50
02/11/2013	452-83/1827	Unifoms cleaned, Mats &	Unifoms cleaned - 1/28/15	Uniforms & Faminament	024 054 01		
02/11/2015		Shop Towels, Mats-1/28/15		באמולווובווו	10-4/0-4160	01/28/2015	103.91
02/11/2013	452-8371827	Unifoms cleaned, Mats &	Mats & Shop Towels -	Building - Maintenance & Re	10 470 4705		
2/07/11/2015		Shop Towels, Mats-1/28/15	1/28/15	מומיינים שוביים שוביים על איני	10-4/0-4235	01/28/2015	33.95
02/11/2013	452-8397381	Uniforms cleaned, Mats &	Mats - 2/4/15	Uniforms & Familiament			
7,00/11/00		Shop towels, Mats-2/4/15		באמוסווים איניים	IO-460-4160	02/04/2015	9.50
04/11/2015	452-8397381	Uniforms cleaned, Mats &	Uniforms cleaned - 2/4/15	Uniforms & Equipment	10-470-4160	1,007,007	
2,00/11/00		Shop towels, Mats-2/4/15			0011-01-01	02/04/2015	107.76
02/11/2013	452-8397381	Uniforms cleaned, Mats &	Mats & Shop towels - 2/4/15	Mats & Shop towels - 2/4/15 Building - Maintenance & Re	10 A70 A70E	2,000	
7,00/11/00		Shop towels, Mats-2/4/15		0	10-4/0-423	02/04/2015	33.95
02/11/2013	CR-452-8371827-EasyCare	Credit for Easy Care Chg on	Credit for Easy Care Chg on	Uniforms & Fauinment	10.470.4160		
02/11/2015		uniforms - 1/28/15	uniforms - 1/28/15		0074-074-07	01/28/2015	-36.70
	casy Care CK -#839/381	Credit for Easy Care chgs on Uniforms - 2/4/15	Credit for Easy Care chgs on Uniforms - 2/4/15	Uniforms & Equipment	10-470-4160	02/04/2015	-36.70
Vendor: 1269 - Kiesler's Police Sunaly 120	2000				Vendor 1029 - 1	Vendor 1029 - Aramark Uniform Services Total:	225.17
02/11/2015	OZAZOSA						
	10071	12 GA Super Sock Bean Bag Round (250)	12 GA Super Sock Bean Bag Round (250)	Field Supplies	10-440-4220	01/19/2015	1,452.50
02/11/2015	Freight - #0742054	Freight chgs on	Freight chgs on	Field Supplies	10-440-4220	01/19/2015	
		Inv.#U/42U54 Kiesler's Police	Inv.#0742054 Kiesler's Police			CTO 7 /CT /TO	15.00

Grand Total:

Vendor 1269 - Kiesler's Police Supply, Inc. Total:

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Manchester, MO

Board Approval Report By Vendor Name

Payment Dates 2/12/2015 - 2/20/2015
Post Date 1,469.45 ,684.33 6,153.78 Vendor 0009 - Ameren Missouri Total: 02/13/2015 02/13/2015 02/11/2015 Account Number 10-440-4235 10-450-4235 10-460-4235 Account Name Electric Electric Servcie to Park -1/13-2/11/1 Servcie to Park -1/13-2/11/1 Electric Service to Aquatic Center -1/13-2/11/15 Service to Police Facility -Description (Item) 1/13-2/11/15 Service to 910 Hazelfalls Dr -Service to Aquatic Center -1/13-2/11/15 Service to Police Facility -Description (Payable) 1/13-2/11/15 30810-59007 -2/13/15 14431-19054-2/13/15 1755105002 -2/13/15 Payable Number 9852605111-452-8422856 452-8422856 452-8422856 Easy Care Cre 1359097012 Vendor: 1265 - Brewer Machine & Gear Co. Vendor: 1029 - Aramark Uniform Services Vendor: 0022 - Arco Lawn Equipment, Inc. Vendor: 0009 - Ameren Missouri Vendor: 0010 - Ameren Missouri Payment Date 02/18/2015 02/18/2015 02/18/2015 02/18/2015 02/18/2015 02/18/2015 \$102/86/2012 02/18/2015 02/18/2015 02/18/2015

174.66	Vendor 0060 - Bussen Quarries, Inc. Total:	>				
82.96	01/26/2015	70-470-4500	Capital Improvement	8.92 Tons MSD1 Stone - ticket #50233223	6:32 1011s M3D1 3tone - ticket #50233223	
91.70	01/26/2015	50-470-6310	Concrete Street Replacemen	9.86 tons MSD1 Stone - Ticket #50232933	9.86 tons MSD1 Stone - Ticket #50232933	
1,855.51	Vendor 1265 - Brewer Machine & Gear Co. Total:	Vendor				
1,855.51	01/29/2015	10-470-4290	Equipment - Maintenance &	(2) Pulleys, Med Duty S/S P/B 1-7/16, Wideslot tak	(2) Pulleys, Med Duty S/S P/B 1-7/16, Wideslot tak	
3.98	290 01/29/2015 Vendor 0022 - Arco Lawn Equipment, Inc. Total:	10-460-4290 Vendo	Equipment - Maintenance &	Weed eater maintenance	Weed eater maintenance	ä
111.36	Vendor 1029 - Aramark Uniform Services Total:	Vendo				
-36.70	02/11/2015	10-470-4160	Uniforms & Equipment	Credit for Easy Care Chg on Uniforms - 2/11/15	Credit for Easy Care Chg on Uniforms - 2/11/15	.edıt-2/11/15
33.95	02/11/2015	10-470-4295	Mats & Shop towels - 2/11/1 Building - Maintenance & Re	Mats & Shop towels - 2/11/1	Uniforms cleaned, Mats & Shop towels, Mats-2/11/15	<u>:</u> د
104.61	02/11/2015	10-470-4160	Uniforms & Equipment	Uniforms cleaned - 2/11/15	Uniforms cleaned, Mats & Shop towels, Mats-2/11/15	، م
9.50	02/11/2015	10-460-4160	Uniforms & Equipment	Mats - 2/11/15	Uniforms cleaned, Mats & Shop towels, Mats-2/11/15	9 (
273.29	Vendor 0010 - Ameren Missouri Total:					
27.38	02/13/2015	10-460-4235	Electric	Service to fountain at Park Ent 1/13-2/11/15	Service to fountain at Park Ent 1/13-2/11/15	1-2/13/15
233.92	02/11/2015 02/13/2015	10-460-4235	Electric	Service to 910 Hazelfalls Dr - 1/13-2/11/15	Service to 910 Hazelfalls Dr - 1/13-2/11/15	CT /CT /7-7

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Vendor: 0060 - Bussen Quarries, Inc.

02/18/2015 02/18/2015

02/18/2015

156379

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<b>Board Approval Report</b>							
Payment Date Vendor: 0034 - City of Ballwin	Payable Number win	Description (Payable)	Description (Item)	Account Name	Account Number	Payment Dates: 2/12/2015 - 2/20/2015 er Post Date	5 - 2/20/2015
02/18/2015	Feb.'15 Dispatching	February Dispatching Contract Pmt.	February Dispatching Contract Pmt.	Dispatching Contract	10-440-4330	02/16/2015	Amount 12,448.25
Vendor: <b>1970 - Copying Concepts</b> 02/18/2015	ncepts 825309	Copier Lease - City Hall - 2/01-2/28/15	Copier Lease - City Hall - 2/01-2/28/15	Equipment Rental	10-425-4280	Vendor 0034 - City of Ballwin Total: 02/02/2015	12,448.25
Vendor: 0494 - Crescent Parts & Equipment Co., Inc. 02/18/2015 35050076-00	arts & Equipment Co., Inc. 35050076-00	Sea relay/overlaod/start cap for refrigerator	Sea relay/overlaod/start cap for refrigerator	Equipment - Maintenance &	10-460-4290	Vendor 1970 - Copying Concepts Total: 01/19/2015	167.00
Vendor: 2502 - CXtec 02/18/2015	6758699	(2) new 3COM NBX business phones	(2) new 3COM NBX business phones	Small Tools & Equipment	Vendor 0494 - (	Vendor 0494 - Crescent Parts & Equipment Co., Inc. Total: 10-425-4320 01/29/2015	11.35
Vendor: 0340 - Fred Weber, Inc.	r, Inc.					Vendor 2502 - CXtec Total:	238.15
02/18/2015	445390	4.00 Tons COML HMA Asphalt -ticket #42732538	4.00 Tons COML HMA Asphalt -ticket #42732538	Streets - Maintenance & Rep	10-470-4310	01/26/2015	252.00
1 1 2018	445484	3.0 Tons COML HMA Asphalt - Ticket #42732592	3.0 Tons COML HMA Asphalt - Ticket #42732592	Streets - Maintenance & Rep	10-470-4310	01/27/2015	189.00
04/2013	445872	3.01 Tons COML HMA Asphalt - ticket #7142663	3.01 Tons COML HMA Asphalt - ticket #7142663	Streets - Maintenance & Rep	10-470-4310	01/28/2015	195.65
Vendor: 0135 - Grainger						Vendor 0340 - Fred Weber, Inc. Total:	636.65
02/18/2015	9611853178-12/5/14	(2) Fuse Clips	(2) Fuse Clips	Equipment - Maintenance &	10-460-4290	01/25/2015 Vendor 0135 - Grainmay Tatali	111.78
Vendor: 2495 - Hackett Security, Inc. 02/18/2015 70433:	.urity, Inc. 70433572	Pool bldg Alarm monitoring service - 6 month	Pool bldg Alarm monitoring service - 6 month monitoring service - 6 month	Equipment - Maintenance &	10-425-4290	02/01/2015	Ager
Vendor: 0153 - Industrial Soap	oap					Vendor 2495 - Hackett Security, Inc. Total:	a ga
02/18/2015	934935 934935	Paper & Janitorial supplies	Enviro. Polyliner 36x48	Building - Maintenance & Re	10-470-4295	01/27/2015	Ιξ
02/18/2015	934935	Paper & Janitorial supplies	retain bath tissue 2 ply Univ. Multifold towels	Building - Maintenance & Re Building - Maintenance & Re	10-470-4295	01/27/2015	eğn
02/18/2015	934935	raper & Janitorial supplies Paper & Janitorial supplies	Jr. Bath Tissue Enviro. Polyliner 33x39 Blk	Building - Maintenance & Re Building - Maintenance & Re	10-470-4295 10-470-4295	01/27/2015 01/27/2015	195.52
Vendor: 2022 - Just Me Apparel	barel					Vendor 0153 - Industrial Soap Total:	949.94
77/10/2013	(3) Shirts	(3) City Dress Shirts - C. Sweeney & D. Tuberty	(3) City Dress Shirts - C. Sweeney & D. Tuberty	Office Supplies	10-430-4215	12/30/2014	1,00.00
						Vendor 2022 - Just Me Apparel Total:	100.00

	le) Description (Item)
	Description (Payable
	Payable Number
<b>Board Approval Report</b>	Payment Date

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name		Payment Dates: 2/12/2015 - 2/20/2015	2/20/2015
Vendor: 2176 - MAILFINANCE 02/18/2015	ICE N5134706	Qtrly Postage Meter Lease - 11/28/14-2/27/15	Otrly Postage Meter Lease - 11/28/14-2/27/15	Equipment Rental	Account Number 10-425-4280	Post Date 01/26/2015	<b>ğ</b> en <b>ğ</b> a
Vendor: <b>0185</b> - Mark S. Levitt 02/18/2015	r <b>itt</b> Feb. '15 Retainer	February Retainer - Prosecutor	February Retainer - Prosecutor	Professional Fees	Ve	Vendor 2176 - MAILFINANCE Total: 02/13/2015	ter
Vendor: 0197 - Metropolitan St. Louis Sewer District	an St. Louis Sewer District				Š	Vendor 0185 - Mark S. Levitt Total:	1,800.00
02/18/2015	0001003-3-1/31/15	Service to Pub. Wks Bldg- 12/31/14-1/31/15	Service to Pub. Wks Bldg- 12/31/14-1/31/15	Sewer	10-470-4255	01/31/2015	59.33
02/18/2015	0034875-5-1/31/15	Service to Aquatic Center- 12/31/14-1/31/15	Service to Aquatic Center- 12/31/14-1/31/15	Sewer	10-450-4255	01/31/2015	127.01
02/18/2015	0080444-3-1/31/15	Service to City Hall - 12/31/14-1/31/15	Service to City Hall - 12/31/14-1/31/15	Sewer	10-420-4255	01/31/2015	53.69
02/18/2015	0442134-3-1/31/15	Service to 202 Sulphur Spring Rd- 12/31/14-1/31/15	Service to 202 Sulphur Spring Rd- 12/31/15	Sewer	10-460-4255	01/31/2015	70.61
02/18/2015	0442135-0-1/31/15	Service to St. Joseph La 12/31/14-1/31/15	Service to St. Joseph La 12/31/14-1/31/15	Sewer	10-460-4255	01/31/2015	25.49
02/18/2015	0468317-3-1/31/15	Service to 222 Henry Ave- 12/31/14-1/31/15	Service to 222 Henry Ave-	Sewer	10-460-4255	01/31/2015	42.41
02/18/2015	0812311-9-1/31/15	Service to Police Facility - 12/31/14-1/31/15	12/31/14-1/31/15 Service to Police Facility - 12/31/14-1/31/15	Sewer	10-440-4255	01/31/2015	186.23
Vendor: 1279 - Michael P. Gunn	Sunn				Vendor 0197 - Metropoli	Vendor 0197 - Metropolitan St. Louis Sewer District Total:	564.77
02/18/2015	Feb. '15 Retainer	February Retainer - Judge	February Retainer - Judge	Professional Fees	10-480-4165 Venc	02/13/2015 Vendor 1279 - Michael P. Gunn Total:	1,800.00
Vendor: 0205 - Midwest Systems Truck Equipment 02/18/2015	stems Truck Equipment 69618	(2) Hydraulic Spinner motors for salt spreaders	(2) Hydraulic Spinner motors for salt spreaders	Equipment - Maintenance &	10-470-4290	01/26/2015	618.00
Vendor: 2015 - Mor Electric Heating Assoc., Inc.	: Heating Assoc., Inc.				Vendor 0205 - Midwest	Vendor 0205 - Midwest Systems Truck Equipment Total:	618.00
02/18/2015 02/18/2015	1185091	Electrical parts Electrical parts	Syl 120V Red heat lamp bulb 480V Motor	Equipment - Maintenance & Building - Maintenance & Re	10-450-4290	01/27/2015	56.34
02/18/2015 02/18/2015	1185091 1185091	Electrical parts Electrical parts	Qmark Unit Heater - 240V Cozy Legs Radiant Panel	Building - Maintenance & Re Small Tools & Equipment	10-460-4295 10-460-4320	01/27/2015 01/27/2015	354.47
02/18/2015 02/18/2015	1185091 1185091	Electrical parts Electrical parts	Cozy Legs Radiant Panel Stan Small Tools & Equipment Cozy Legs Radiant Panel Stan Small Tools & Equipment	Small Tools & Equipment Small Tools & Equipment	10-460-4320 10-460-4320 Vendor 2015 - Mor E	60-4320 01/27/2015 -60-4320 01/27/2015 Vendor 2015 - Mor Electric Heating Assoc., Inc. Total:	13.79 10.77 <b>648.37</b>

2,75/2018 11:35/10 89

Board Approval Report Payment Date Payable Number	nber Description (Payable)	Description (Item)	Account Name	Account Number	Payment Dates: 2/12/2015 - 2/20/3015	-2/20/8015
Vendor: 0324 - Terrafil Incorporated 02/18/2015 0000001729	1) I code (1)	3			Post Date	ğer
		iii (2) Loads Clean fill to Landfill	Capital Improvement	70-470-4500 Vendor 032	01/29/2015 Vendor 0324 - Terrafil Incorporated Total	ida
Vendor: 0328 - Tire Shredders Unlimited 02/18/2015 237516	(22) Passenger, (4) Bobcat tires to recycling	(22) Passenger, (4) Bobcat tires to recycling	Waste Management Progra	10-470-4360	02/11/2015	Item
Vendor: <b>2068 - TNEMEC Company, Inc.</b> 02/18/2015 2131385	Lt Gray, Delft Blue - Paint for Pumps	Lt Gray, Delft Blue - Paint for Pumps	Equipment - Maintenance &	Vendor 0328 - T	Vendor 0328 - Tire Shredders Unlimited Total: 0 01/26/2015	45.20
Vendor: 1652 - Tope Plumbing, Inc, 02/18/2015 02/18/2015 98547	722 LaBonne - Sewer Repair 811 Boleyn - Sewer Repair	72	Capital Improvement Capital Improvement	Vendor 2068 - 70-470-4500 70-470-4500	Vendor 2068 - TNEMEC Company, Inc. Total: 01/25/2015 01/25/2015	2,160.00
Vendor: 1824 - Traffic Control Company 02/18/2015 0000338-IN	(2)6x24 Street Name Signs, 6x36 Street Name Sign	s, (2)6x24 Street Name Signs, 6x36 Street Name Sign	Streets - Maintenance & Rep	Vendor 16	Vendor 1652 - Tope Plumbing, Inc, Total: 01/28/2015	4,370.00
Vendor: 0310 - Treasurer, St. Louis County 02/18/2015 T02081500094006	194006 (1) Re-inspection, (2) Apt. Inspections		Professional Fees	Vendor 1824 -	Vendor 1824 - Traffic Control Company Total: 02/08/2015	<b>65.43</b> 193.61
Vendor: 2202 - UMB Bank N.A. 02/18/2015 282948 - #MA12	NA12 Administrative Fees - GO Bond Refunding 2012	Administrative Fees - GO Bond Refunding 2012	Professional Fees	Vendor 0310 - Tre 20-420-4165	Vendor 0310 - Treasurer, St. Louis County Total: .65 02/12/2015	<b>193.61</b> 371.00
Vendor: 0973 - Universal, Inc. 02/18/2015 0115332	Drum of Weed Em Out Concentrate	Drum of Weed Em Out Concentrate	Streets - Maintenance & Rep	10-470-4310	Vendor 2202 - UMB Bank N.A. Total: 01/23/2015	<b>371.00</b> 1,835.24
Vendor: <b>0337 - Valley Material</b> 02/18/2015	11.0 Cu Yds 7 SK Meramec "C" Asphalt w/1% Calcium	c 11.0 Cu Yds 7 SK Meramec 1 "C" Asphalt w/1% Calcium	Concrete Street Replacemen	<b>Venc</b> 50-470-6310	Vendor 0973 - Universal, Inc. Total: 01/23/2015	1,835.24
Vendor: <b>0628 - Vulcan Signs</b> 02/18/2015	36"x50 Yds Green reflective traffic sign material	ve 36"x50 Yds Green reflective traffic sign material	Machinery and Equipment	Vend	Vendor 0337 - Valley Material Total: 01/28/2015	<b>1,024.66</b> 587.61
				Ve	Vendor 0628 - Vulcan Signs Total:	587.61

2/25/2013 13:12. G sqs

2,350.00 Payment Dates: 2/12/2015 - 2/20/2015 Vehicle - Maintenance & Rep 10-470-4285 01/26/2015 Vendor 0393 - World-Wide Car Service, Inc. Total: Account Number Account Name Body Repair to Truck 419 Description (Item) Body Repair to Truck 419 Description (Payable) Payable Number Vendor: 0393 - World-Wide Car Service, Inc. 02/18/2015 **Board Approval Report** Payment Date

48,540.42

Grand Total:

Agenda Item 79

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	Manchester, MO				ă	Board Approval Repett By Vendor Name	A genda
Payment Date	Pavable Number	December (Benefits)	:			Payment Dates 2/20/2015 - 2/27/2015	i di te
Vendor: 0009 - Ameren Missouri	Ssouri	Description (rayable)	Description (Item)	Account Name	Account Number	Post Date	Ampleunt
02/25/2015	1505910-25009 - 2	Service to various City locations-1/13-2/11/15	Service to City Hall -1/13- 2/11/15	Electric	10-420-4235	02/17/2015	11
02/25/2015	1505910-25009 - 2	Service to various City locations-1/13-2/11/15	Service to various Park locations-1/13-2/11/15	Electric	10-460-4235	02/17/2015	483.72
02/25/2015	1505910-25009 - 2	Service to various City locations-1/13-2/11/15	Service to Pub. Wks Bldg 1/13-2/11/15	Electric	10-470-4235	02/17/2015	484.00
02/25/2015	1505910-25009 - 2	Service to various City locations-1/13-2/11/15	Service to various Pub. wk locations-1/13-2/11/15	Street Lighting	10-470-4236	02/17/2015	186.28
Vendor: 0010 - Ameren Missouri	Ssouri				Vendo	Vendor 0009 - Ameren Missouri Total:	1,633.50
02/25/2015	2592605110 - 2/16/15	Service to 740 Sherwick Terr. -1/16-2/16/15	Service to 740 Sherwick Terr. -1/16-2/16/15	Street Lighting	10-470-4236	02/16/2015	23.21
Vendor: 0011 - American Carnival Mart	arnival Mart				Vendo	Vendor 0010 - Ameren Missouri Total:	23.21
02725/2015 8	117581	Plastic eggs, Hula skirt raffia,	Sea life cutouts	Program Supplies	10-460-4210	02/04/2015	6.60
02/25/2015	117581	Plastic eggs, Hula skirt raffia,	Plastic eggs	Program Supplies	10-460-4210	02/04/2015	32.50
02/25/2015	117581	Plastic eggs, Hula skirt raffia, banner	Raffia table skirt	Program Supplies	10-460-4210	02/04/2015	10.36
02/25/2015	117581	Plastic eggs, Hula skirt raffia, banner.	Hula skirt - green teen	Program Supplies	10-460-4210	02/04/2015	7.98
02/25/2015	117581	Plastic eggs, Hula skirt raffia, banner.	Case Plastic eggs asst.	Program Supplies	10-460-4210	02/04/2015	130.00
02/25/2015	117581	Plastic eggs, Hula skirt raffia, banner.	Raffia hula skirt 32x30"	Program Supplies	10-460-4210	02/04/2015	14.40
02/25/2015	117581	Plastic eggs, Hula skirt raffia, banner,	Luau party banner	Program Supplies	10-460-4210	02/04/2015	6.60
02/25/2015	117581	Plastic eggs, Hula skirt raffia, banner,	Plastic fish	Program Supplies	10-460-4210	02/04/2015	5.40
Vendor: 2156 - BeneFlex HR Resources, Inc.	R Resources, Inc.				Vendor 0011	Vendor 0011 - American Carnival Mart Total:	213.84
02/25/2015	85106	Benny Card Fees - Feb., COBRA Fees - Jan.	Benny Card Fees - Feb., COBRA Fees - Jan.	Professional Fees	10-430-4165	02/15/2015	555.15

555.15

Vendor 2156 - BeneFlex HR Resources, Inc. Total:

Board Approval Report							
Payment Date Payable Numt Vendor: 0050 - Blue Chip Exterminating, Inc.	Payable Number minating, Inc.	Description (Payable)	Description (Item)	Account Name	Account Number	Payment Dates: 2/20/2015 - 2/27/2015 Post Date Amount	27/2015 Amount
02/25/2015 7:		Gen. Pest Control Maint. at Park	Gen. Pest Control Maint. at Park	Building - Maintenance & Re	10-460-4295	02/12/2015	23.00
Vendor: 1085 - Breese Publishing Company	g Company				Vendor 0050 - Blue C	Vendor 0050 - Blue Chip Exterminating, Inc. Total:	23.00
	92377	2015 Printing of Spring "Messenger" Newsletter	2015 Spring "Messenger" Newsletter	Newsletters	10-420-4190	02/10/2015	1,682.00
02/25/2015 9:	92377	2015 Printing of Spring "Messenger" Newsletter	2015 Park Spring Brochure Printing	Public Relations	10-460-4170	02/10/2015	1,795.00
Vendor: 0060 - Bussen Quarries, Inc.	, Inc.				Vendor 1085 - Bree	Vendor 1085 - Breese Publishing Company Total: 3,	3,477.00
02/25/2015 1.	157013	(16.30) Tons MSD1 Stone - tickets #50233862, 863	(16.30) Tons MSD1 Stone - Tickets 50233862, 863	Capital Improvement	70-470-4500	01/31/2015	151.60
Vendor: 1037 - Canon Financial Services, Inc.	Services, Inc.				Vendor 0060	Vendor 0060 - Bussen Quarries, Inc. Total:	151.60
02/25/2015 1-	14635837	Police Copier lease - 2/1- 28/15, Usage - 1/1-31/15	Police Copier lease - 2/1- 28/15, Usage - 1/1-31/15	Equipment Rental	10-425-4280	02/10/2015	116.96
Vendor: 2455 - Charter Communications	nications				Vendor 1037 - Canon	Vendor 1037 - Canon Financial Services, Inc. Total:	116.96
02/25/2015 8	:0194701-1/27/15	Cable Service to Police Facility - 1/27-2/26/15	Cable Service to Police Facility - 1/27-2/26/15	Dues & Subscriptions	10-440-4260	02/01/2015	219.89
					Vendor 2455 - CF	Vendor 2455 - Charter Communications Total:	219.89
Vendor: 2221 - Collector of Revenue 02/25/2015 Feb. '1	venue Feb. '15 Sales Tax Report	February Sales Tax Report	February Sales Tax Report	Professional Fees	30-475-4165 Vendor 2221	02/19/2015 Vendor 2221 - Collector of Revenue Total:	20.00
Vendor: <b>2619</b> - Commerce Bank - Commercial Cards 02/25/2015 0000-2750-2855-2/11	/15 St	Jan. Credit Card Chgs.	Vista Print.com purchase -	Public Relations	0218-9120	7,007,44,00	
02/25/2015 0	0000-2750-2855-2/11/15 St	Jan. Credit Card Chgs.	New Resident Magnets Comp Ed. Training Ctr - Photo Shop Class - Malisca	Travel/Meetings	10-475-4175	02/11/2015	Age
Vendor: 1902 - Commerce Bank - Commercial Cards	c - Commercial Cards				Vendor 2619 - Commerce Baı	Vendor 2619 - Commerce Bank - Commercial Cards Total:	nda
02/25/2015 0 02/25/2015 0	0000-0220-0202-2/11/15 St 0000-0220-0202-2/11/15 St	January Credit Card Chgs January Credit Card Chgs	Ring Central Fee - January VSN DOTGOV Registration for City's domain name	Equipment Rental REJIS Expenses	10-425-4280 10-425-4345	02/11/2015 02/11/2015	la em
Vendor: 2093 - Commerce Bank - Commercial Cards	c - Commercial Cards				Vendor 1902 - Commerce Ba	Vendor 1902 - Commerce Bank - Commercial Cards Total:	226.30
	0000-0220-0210-2/11/15 St	January Credit Card Chgs.	Poolsonly Purchase - Electrical light for pool	Building - Maintenance & Re	10-450-4295	02/11/2015	278.11
02/25/2015 0	0000-0220-0210-2/11/15 St	January Credit Card Chgs.	Constant Contact Fees - January	Public Relations	10-460-4170	02/11/2015	40.00
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Board Approval Report							į
	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	ient Dates: 2/20/2015 - 2,	27/2015
	0000-0220-0210-2/11/15 St	January Credit Card Chgs.	Patio Furniture Rehab - Wht	Furniture, Fixtures, & Office	60-450-6360	02/11/2015	
	0000-0220-0210-2/11/15 St	January Credit Card Chgs.	& roy. br. vinyi kolis Slyman Bros. purchase - (2) Refrigerator	Machinery and Equipment	60-450-6410	02/11/2015	ıda i
Commerce Ba	Vendor: 2336 - Commerce Bank - Commercial Cards 02/25/2015 0000-0248-3642-2/11/15 St	January Credit Card Chgs.	GFOA - 2/6/15 Seminar - C.	Travel/Meetings	Vendor 2093 - Commerce B. 10-430-4175	Vendor 2093 - Commerce Bank - Commercial Cards Total: 10-430-4175	Item §
	0000-0248-3642-2/11/15 St	January Credit Card Chgs.	Sweeney, D. Tuberty Postage to mail W-2 form	Postage	10-430-4265 Vender 2226		1.64
Commerce Ba	Vendor: 2337 - Commerce Bank - Commercial Cards 02/25/2015 000-0234-5098-2/11/15 Stm January - Credit Card Chgs.	January - Credit Card Chgs.	Taser Training Academy - T. Darling - 5/21/15	Training	Verluor 2330 - Commerce B	Verluor 2330 - Commerce Bank - Commercial Cards Total: 10-440-4130 02/11/2015	191.64
- Commerce Ba	Vendor: <b>2600 - Co</b> mmerce Bank - Commercial Cards 02/25/2015 0000-0886-5263-2/11/15 St	January Credit Card Chgs.	Stamps.com - January Rental Fee	Equipment Rental	Vendor 2337 - Commerce B 10-425-4280	Vendor 2337 - Commerce Bank - Commercial Cards Total: 10-425-4280 02/11/2015	24.99
- Commerce Ba	Vendor: 2601 - Commerce Bank - Commercial Cards				Vendor 2600 - Commerce B	Vendor 2600 - Commerce Bank - Commercial Cards Total:	24.99
	0000-0886-5230-2/11/15 St	January Credit Card Chgs.	MO State Hwy Patrol - Candidate background check	Professional Fees	10-420-4165	02/11/2015	46.50
	0000-0886-5230-2/11/15 St	January Credit Card Chgs.	Paypal pmt - Rotary Club	Business Lunch/Dinner	10-420-4180	02/11/2015	30.00
	0000-0886-5230-2/11/15 St	January Credit Card Chgs.	Kohls purchase - Document	Miscellaneous	10-420-4325	02/11/2015	16.24
	0000-0886-5230-2/11/15 St	January Credit Card Chgs.	Office Deposit - (500) Color copies, (250) copies	Program Supplies	85-485-4210	02/11/2015	117.85
. Commerce Ra	Vendor: 2285 - Commerce Bank Commercial Card				Vendor 2601 - Commerce B	Vendor 2601 - Commerce Bank - Commercial Cards Total:	210.59
	0000-0237-2688-2/11/15 St	January Credit Cards Chgs.	My Fonts Purchase- Reflectivaty street sign name	Machinery and Equipment	50-470-6410	02/11/2015	195.00
on one of the second contracts of the second contract of t					Vendor 2285 - Commerce	Vendor 2285 - Commerce Bank Commercial Card Total:	195.00
- Contractor's	80786	Fryer guard parts, Fab puller for pump drive	Fryer guard parts, Fab puller for pump drive	Equipment - Maintenance &	10-450-4290	02/02/2015	591.41
Vendor: 1970 - Conving Concents	oute.				Vendor 0087 - Co	Vendor 0087 - Contractor's Welding, Inc. Total:	591.41
9	833529	Police copier lease - 2/12- 3/11/15	Police copier lease - 2/12- 3/11/15	Equipment Rental	10-425-4280	02/12/2015	67.00
· Crescent Part	Vendor: 0494 - Crescent Parts & Equipment Co., Inc.				Vendor	Vendor 1970 - Copying Concepts Total:	67.00
	35050490-00	(36) Asst Pleated Filters	16"x25"x1" Pleated Filters	Building - Maintenance & Re	10-470-4295	02/02/2015	36.24

Board Approval Report							
Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Fayment Dates: 2/20/2015 - 2/27/2015	- 2/27/2015
02/25/2015					Account Number	Post Date	Amount
02/25/2015	35050490-00	(36) Asst Pleated Filters	20"x25"x1" Pleated Filters	Building - Maintenance & Re	10-470-4295	02/02/2015	39.60
		(30) Asst Pleated Filters	14"x25"x1" Pleated Filter	Building - Maintenance & Re	10-470-4295	02/02/2015	40.80
Vendor: 0699 - Florissant Psychological Services	chological Services				Vendor 0494 - Crescent	Vendor 0494 - Crescent Parts & Equipment Co., Inc. Total:	116.64
02/25/2015	Eval - A. Mueller	Pr⊱-çmolovment Evaluation 1/6/15	Pre-employment Evaluation · · · 1/6/15	Recruitment/Employment	10-420-4157	02/02/2015	225.00
Vendor: 0122 - Froesel Oil Co.					Vendor 0699 - Flori	Vendor 0699 - Florissant Psychological Services Total:	225.00
02/25/2015	000243155	1500 Gal. Bulk Diesel Fuel	1500. Gal. Bulk Diesel Fuel	Gas & Oil	10-470-4315	02/18/2015 Vendor 0122 - Eroscol Oil Co. Total:	3,054.75
Vendor: 0131 - General Material Co. 02/25/2015	rial Co. IN008353	(42) 80 lb bags State mix	(42) 80 lb bags State mix	Marhinen, and Equipment			3,034.75
		Concrete, skid chg.	Concrete, skid chg.	יאימכוווובו) מווח בלחוחוובוור	60-460-6410	02/15/2015	328.32
Vendor: 0595 - GO2 Partners					Vendor	Vendor 0131 - General Material Co. Total:	328.32
02/25/2015	421695 - 1/21/15	(250) Business Cards - PO Logan	(250) Business Cards - PO Logan	Office Supplies	10-440-4215	02/01/2015	45.48
						Vendor 0595 - GO2 Partners Total:	45.48
04/25/2015 100me Depot Credit Services 04/25/2015 2022683	Lredit Services 2022683	7 outlet surge powerstrip 6'	7 outlet surge powerstrip 6'	Building - Maintenance & Re	10-470-4295	01/22/2015	19.87
02/25/2015	8021834	OCedar Power Scrub Roller Mop	OCEdar Power Scrub Roller Mop	Building - Maintenance & Re	10-470-4295	01/16/2015	11.97
Vendor: 0183 - Leon Uniform					Vendor 0421 -	Vendor 0421 - Home Depot Credit Services Total:	31.84
02/25/2015	340244 - 1/22/15	Nametags sewn on Navy	Nametags sewn on Navy	Uniforms & Fourtment	10-440-4160	2,04/1045	,
		Jacket - J. Shaw	Jacket - J. Shaw		2011-01-01	02/01/2013	11.95
02/25/2015	342581-01	Uniforms for new officer - T. Clark	Uniforms for new officer - T. Clark	Uniforms & Equipment	10-440-4160	02/03/2015	A g
02/25/2015	343295	Trousers-J. Banas, Watch caps, Mock T-neck dickeys	Trousers-J. Banas, Watch caps, Mock T-neck dickeys	Uniforms & Equipment	10-440-4160	02/04/2015	සූා
02/25/2015	343814	L/S Paragon plus shirt wht - Capt. Milligan	L/S Paragon plus shirt wht - Capt. Milligan	Uniforms & Equipment	10-440-4160	02/03/2015	da ]
Vendor: 1185 - MACAA 2015 Conference Registration	Conference Registration					Vendor 0183 - Leon Uniform Total:	şe 1
02/25/2015	Regist. Doug Whitaker	MACAA Conf. Registration- 3/2-3/15 - Doug Whitaker	MACAA Conf. Registration- 3/2-3/15 - Doug Whitaker	Public Relations	85-485-4170	02/23/2015	ng _
Vonder 070 - Ad Lange Control and Additional Control and Control a					Vendor 1185 - MACAA 2	Vendor 1185 - MACAA 2015 Conference Registration Total:	100.00
02/25/2015	quau oi oreater st. touis 2015 Annual Dues	2015 Major Case Squad Due	2015 Major Case Squad Due 2015 Major Case Squad Due	Dues & Subscriptions	10-440-4260	02/02/2015	250.00
							and **

Page 4

<b>Board Approval Report</b>							
Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name		Payment Dates: 2/20/2015 - 2/27/2015	- 2/27/2015
02/25/2015	2015 Member Fee (3)	Annual Member Fee - D.	Annual Member Fee - D.	ptions	Account Number 10-440-4260	Post Date 02/01/2015	ge g
West of the second		יייי פיייי איייי פייייי איייייי פיייייי	neilli, B. Tount, N. Priest	>	endor 0781 - Major Case Sq	Vendor 0781 - Major Case Squad of Greater St. Louis Total:	ida
02/25/2015	114732 - 8/21/14	Credit for returned mdse.	Credit for returned mdse.	Vehicle - Maintenance & Rep	10-470-4285	01/31/2015	Ite
02/25/2015	118655	(8/21/14) Oil Filters, fuel inj. clnr., power steering fluid	(8/21/14) Oil Filters, fuel inj. clnr., power steering fluid	Vehicle - Maintenance & Rep	10-470-4285	01/29/2015	m <sup>7</sup>
Vendor: 1410 - Metropark Communications, Inc. 02/25/2015 241337	ommunications, Inc. 241337	Phone lines, web & cloud services 1/25-2/24/15	Phone, web & cloud services 1/25-2/24/15	Telephone	10-420-4245	Vendor 0189 - Mango Total: 02/25/2015	98.04
Vendor: 0198 - Metropolitan Glass Co. 02/25/2015 55875	n Glass Co. 55875	(3) 18"x22"x1/4" Clear glass	(3) 18"x22"x1/4" Clear glass for door-Police facil	Building - Maintenance & Re	Vendor 1410 - Metropa 10-470-4295	Vendor 1410 - Metropark Communications, Inc. Total: 470-4295 02/04/2015	<b>2,178.39</b> 61.89
Vendor: 0359 - Mid-States Org. Crime Info. Center 02/25/2015 53106-22409	Org. Crime Info. Center 53106-22409	Membership dues - (38) officers	Membership dues - (38)	Dues & Subscriptions	Vendor 0198 - 10-440-4260	Vendor 0198 - Metropolitan Glass Co. Total: 02/01/2015	<b>61.89</b> 200.00
Vendor: 2192 - Missouri Department of Revenue	bartment of Revenue				Vendor 0359 - Mid-States	Vendor 0359 - Mid-States Org. Crime Info. Center Total:	200.00
02/25/2015	44570	Monthly Sales Tax Report - January	Monthly Sales Tax Report - January	Professional Fees	30-475-4165	02/04/2015	35.00
Vendor: <b>2076 - Missouri Safety Center</b> 02/25/2015 #309 - D	ety Center #309 - D. Ebert	Event Data Recorder Class -	Event Data Recorder Class -	Training	Vendor 2192 - Missouri 10-440-4130	Vendor 2192 - Missouri Department of Revenue Total:	35.00
		4/13-17/15 - D. Ebert	4/13-17/15 - D. Ebert		Vendor 2076	Vendor 2076 - Missouri Safety Center Total:	695.00
Vendor: 2567 - Missouri Star 02/25/2015	Vendor: 2567 - Missouri State University - MO State Outreach 02/25/2015 1 Day ConfM. Melugin 3.	sach 1 Day MO Clerk's Conf - 3/8/15-M Molugin	1 Day MO Clerk's Conf-	Travel/Meetings	10-420-4175	02/25/2015	125.00
02/25/2015	Conf. RegisR. Baker	MO Clerk's Conf & Master Acad3/8-12/15-R. Baker	o/ o/ 15-17. weingin MO Clerk's Conf & Master Acad3/8-12/15-R. Baker	Travel/Meetings	10-420-4175	02/25/2015	405.00
Vendor: 1988 - N. B. West Contracting Company	ontracting Company			Vendor 2:	567 - Missouri State Univer:	Vendor 2567 - Missouri State University - MO State Outreach Total:	530.00
02/25/2015	105723	(3.62) Tons UPM Cold Mix Asphalt	(3.62) Tons UPM Cold Mix Asphalt	Streets - Maintenance & Rep	10-470-4310	02/19/2015	398.20
Vendor: 0251 - Office Depot					Vendor 1988 - N. B. We	Vendor 1988 - N. B. West Contracting Company Total:	398.20
02/25/2015 02/25/2015	5228727 5228727	January Office Supplies January Office Supplies	Self-ink rectangle stamp 6 pk Clr Tape, 6 pk tissues	Office Supplies Office Supplies	10-420-4215 10-420-4215	01/31/2015 01/31/2015	25.10

\$2.85.00 to \$10.02.84;

	Payment Dates: 2/20/2015 - 2/27/2015	Post Date	02/23/2015	02/23/2015 co.73	Vendor 1192 - Petty Cash by Bob Ruck Total:	02/19/2015	Vendor 0390 - Professional Investigators Council, Inc. Total: 100.00		Vendor 21/9 - Republic Services - #346 Total: 106,087.60	02/10/2015   90.75	Vendor 0850 - Royal Gate Auto Plaza Total: 90.75	02/01/2015	Vendor 0306 - St. Louis Co. Municipal League Total: 20.00	02/02/2015 40.00	Vendor 0449 - St. Louis Composting, Inc. Total: 40.00	3100/10/10						01/31/2015		dvantage Total: 1		02/04/2015 412.50	02/05/2015 15,350.00	02/05/2015 480.00	Vendor 2350 - Stock & Associates Consulting Engineers, Inc. Total: 16,242.50
	,	Account Number	10-470-4290	10-470-4325	Vendor 119;	10-440-4260	fendor 0390 - Professional	10-470-4360	Vendor 21/9	10-470-4285	Vendor 08.	10-440-4130	Vendor 0306 - St. L	10-460-4312	Vendor 0449 -	10-440-4215	10-440-4215	10-440-4215	10-440-4215	10-440-4215	10-440-4215	10-440-4215	10-440-4215	Vendor	050 070 0510	0100-071-00	60-470-6510	60-470-6510	2350 - Stock & Associates
	A PRINCES	scount learne	Equipment - Maintenance &	Miscellaneous		Dues & Subscriptions	>	Waste Management Progra		Vehicle - Maintenance & Rep 10-470-4285		Training		Parks-Maintenance & Repair		Office Supplies	Office Supplies	Office Supplies	Office Supplies	Office Supplies	Office Supplies	Office Supplies	Office Supplies		Storm Water Projects		Storm Water Projects	Storm Water Projects	Vendor
	Description (Item)	30 0				2015 PIC Dues & App. Fee- C Walsh, D. Rehm, E. Skaggs		February Trash Services V		AB Oxygen Sensor - Truck V 210-01		Academy- Police Camera training-Walsh,Milligan		(1) Small load to composting P site		Packing Tape C	Binder Clips 24 ct	Address Labels	2015 Deskpad paper		Hanging Folder Tabs cfr. 50 p		Case Copy Paper C		Constr. Insp. Services -		Design of Storm Water Imp S Channel B- 1/1-1/31/15	rt.	
	Description (Payable) D			Reimb. Petty Cash - Feb. C Receipts C		2015 PIC Dues & App. Fee- 2 Walsh, D. Rehm, E. Skaggs v		February Trash Services F		AB Oxygen Sensor - Truck A 210-01		Academy- Police Camera A training-Walsh, Milligan tı		(1) Small load to composting (3 site					January Office Supplies 2				January Office Supplies C		Construction Inspection		Design of Storm Water D Improvement - Channel B C	Construction Inspection Services North Channel B	
	Payable Number	Feb. '15 Reimb		reb. 15 Keimb.	Vendor: 0390 - Professional Investigators Council, Inc.	2015 Dues & App. Fee	Services - #346	0346-016956234	e Auto Plaza	293344	Co. Municipal League	Police Camera Training	Composting, Inc.	316525	dvantage	8033097779	8033097779	8033097779	8033097779	8033097779	8033097779	8033097779	8033097779	Vendor: 2350 - Stock & Associates Consulting Engineers Inc.	59123	00100	05150	59131	
Board Approval Report	Payment Date	02/25/2015	02/25/2015	27) 2013	Vendor: 0390 - Professio	02/25/2015	Vendor: 2179 - Republic Services - #346	02/25/2015	Vendor: 0850 - Royal Gate Auto Plaza	02/25/2015	Vendor: 0306 - St. Louis Co. Municipal League	02/25/2015	Vergor: 0449 - St. Louis Composting. Inc.	00/28/2015	Vendor: 2411 - Staples Advantage	02/25/2015	02/25/2015	02/25/2015	02/25/2015	02/25/2015	02/25/2015	02/25/2015	02/23/2015	Vendor: 2350 - Stock & A	02/25/2015	02/25/2015		02/25/2015	

Saces

5 - 2/27/2015	172.00	<b>215.00</b> 3,994.00	2,510.00	2,990.00	9,494.00	1,000.00	95.35	183.68	183.68	157,805.63
Payment Dates: 2/20/2015 - 2/27/2015	02/03/2015 02/04/2015	Vendor 0324 - Terrafil Incorporated Total: 02/09/2015	02/09/2015	02/09/2015	Vendor 1652 - Tope Plumbing, Inc, Total:	5 02/04/2015 Vendor 2177 - TOTALFUNDS BY HASLER Total:	.65 02/15/2015 Vendor 0310 - Treasurer, St. Louis County Total:	01/30/2015	Vendor 1136 - Voss Lighting Total:	Grand Total:
Account Number	70-470-4500 70-470-4500	Vendor 70-470-4500	70-470-4500	70-470-4500	Vendo	10-420-4265 Vendor 217	10-475-4165 Vendor 0310	10-460-4295		
Account Name	Capital Improvement Capital Improvement	Capital Improvement	Capital Improvement	Capital Improvement		Postage	Professional Fees	Building - Maintenance & Re		
Description (Item)		711 Whitewillow - Sewer	Vestleigh - Sewer	ntury Oaks - Sewer		Postage in meter - 1/15/15	(1) House Inspection	(12) Phil MHC70-3pk Elite light bulbs		
Description (Payable)	(4) Loads Clean fill to Landfill (4) Loads Clean fill to Landfill (1) Load Clean Fill to Landfill (1) Load Clean Fill to Landfill	711 Whitewillow - Sewer	Vestleigh - Sewer	950 Century Oaks - Sewer Repair			(1) House Inspection	(12) Phil MHC70-3pk Elite light bulbs		
le Number	01774 01801		98774	98775	93 13 41 70 30	xxxx-xxxx-xxx9-0956-2/4/15 Postage in meter - 1/15/15	94004	1 <b>g</b> 18034531-00		
Board Approval Report Payment Date	Vendor: 0324 - Terrafil Incorporated 02/25/2015 00000 02/25/2015 00000	Vendor: <b>1652 - Tope Plumbing, Inc,</b> 02/25/2015	02/25/2015	02/25/2015	Vendor: 2177 - TOTALELINDS BY LASIED	02/25/2015	Vendor: 0310 - Treasurer, St. Louis County 02/25/2015 T021515000	Vendor: 1136 - Voss Lighting 02/25/2015	5	

#### INTRODUCED BY ALDERMAN DIEHL

#### RESOLUTION NO. 15-

A RESOLUTION ACCEPTING THE BID OF OLIVER'S CUSTOM ROOFING, L.L.C. IN AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND SEVEN HUNDRED FOUR DOLLARS AND THIRTY-TWO CENTS (\$59,704.32), INCLUDING A FOUR PERCENT (4%) CHANGE ORDER IN THE AMOUNT OF TWO THOUSAND TWO HUNDRED NINETY-SIX DOLLARS AND THIRTY-TWO CENTS (\$2,296.32) IN THE EVENT OF UNFORESEEN CONDITIONS, FOR THE AQUATIC BUILDING AND PAVILION ROOFING PROJECT IN THE CITY OF MANCHESTER, AND AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO AN AGREEMENT THEREFOR.

WHEREAS, on January 9, 2015, the City of Manchester requested bids for the Aquatic Building and Pavilion Roofing Project; and,

WHEREAS, in response to the City's request, one (1) firm, submitted a bid; and,

WHEREAS, the Director of Parks and Recreation has reviewed the submitted bid and believes that the bid submitted by Oliver's Custom Roofing, L.L.C. is a responsible bid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City of Manchester ("City") hereby accepts the bid of Oliver's Custom Roofing, L.L.C. ("Contractor") for the Aquatic Building and Pavilion Roofing Project pursuant to the specifications for said project. The terms and conditions of such agreement shall be as set forth in the documents upon which the bid of Contractor was submitted. The amount to be expended by the City for such project shall not exceed Fifty-Nine Thousand Seven Hundred Four Dollars and Thirty-Two Cents (\$59,704.32), including a four percent (4%) change order in the amount of Two Thousand Two Hundred Ninety-Six Dollars and Thirty-Two Cents (\$2,296.32) in the event of unforeseen conditions.

<u>Section Two</u>: A copy of the bid of Contractor is attached to this Resolution and is incorporated herein by reference thereto and marked Exhibit "A".

<u>Section Three</u>: The City Administrator is hereby authorized to do any and all things necessary in order to carry out the terms and conditions of the agreement referred to therein.

Section Four: Payment under this Resolution shall be contingent upon Contractor's execution of such acknowledgements as may be required regarding: (1) Contractor's compliance with all OSHA training and safety requirements, including, but not limited to, completion of the 10-hour Outreach Training Program; (2) Contractor's execution of an Affidavit confirming its compliance with Section 285.530 of the Revised Statutes of Missouri in regard to not knowingly employing any person who is an unauthorized alien, (3) Contractor's compliance with Section 107.170 of the Revised Statutes of Missouri pertaining to the Payment Bond requirement on any project with estimated costs in excess of Twenty-Five Thousand Dollars (\$25,000.00), (4) Contractor's compliance with Section 290.210 of the

Agenda Item	Da

#### INTRODUCED BY ALDERMAN DIEHL

RESOLUTION NO. 15-
Revised Statutes of Missouri in regard to the Missouri Prevailing Wage Law, (5) Contractor's
compliance with Section 34.353 of the Revised Statutes of the State of Missouri as it
pertains to using products manufactured or produced in the United States, (6), Contractor's
execution of an affidavit confirming its compliance with Section 285.232 of the Revised
Statutes of the State of Missouri in regard to requiring a transient employer to show proof
that the employer has been issued a tax clearance and has filed a financial assurance
instrument, if appropriate, and (7) Contractor's compliance with Section 208.009 of the
Revised Statutes of Missouri as it pertains to the proof of lawful presence.
international of the control of the

instrument,  if  appropriate,  and  (7)  Cor Revised Statutes of Missouri as it pertain	ntractor's compliance with Section 208,009 of the last to the proof of lawful presence.
Section Five: This Resolution passage and approval as provided by law	shall be in full force and effect from and after its v.
PASSED AND APPROVED THIS	DAY OF, 2015.
	CITY OF MANCHESTER, MISSOURI
	Ву
	Mayor
ATTEST:	
City Clerk	
APPROVED AS TO LEGAL FORM:	
City Attorney	

Agenda Item(()	λ
INTRODUCED BY A	LDERMAN DIEHL
RESOLUTION NO.	15-

#### **ACCEPTANCE**

The undersigned, on behalf of Oliver's Custom Roofing, L.L.C. hereby accepts the foregoing Resolution, in all of its terms, and expressly agrees to be bound thereby and by the terms of Exhibit "A" attached hereto.

OLIVER'S CUSTOM ROOFING, L.L.C.

By \_\_\_\_\_\_ Erik Oliver, Incorporator/Organizer



City of Manchester Parks & Recreation 636-391-6326 • 636-391-0467 (fax) 359 Old Meramec Station Road Manchester, Missouri 63021 parks@manchestermo.gov

TO:

Andy Hixson, City Administrator

FROM:

Eileen Collins, Director of Parks and Recreation

SUBJECT: Aquatic Building and Pavilion Roofing Project

DATE:

February 23, 2015

In 2014 the city experienced hail damage to the Aquatic Center and several pavilions. Due to the timing of the storm, the project could not be completed in 2014. Therefore, the insurance monies, totaling \$93,373.16 were parked in a construction liability account in Park and Storm Water.

On January 9th, a bid notice was placed in the Friday, edition of the St. Louis Countian Newspaper, also listed on the city's web site and sent to four roofing companies.

For this project, it was decided to change the existing roofing material. Due to the ongoing roof repair on the aquatic center and the pavilions it was recommended by Superintendent, Craig Waterhouse that we explore the option of metal roofing on the remaining buildings. We currently have one pavilion that a metal roof that was installed many years ago. We have had the least amount of problems with this type of roof. Therefore, a metal shingle was identified in the bid specifications.

On Tuesday, February 10, 2015, one bid was received for said project and they are as follows:

Company

**Total Bid** 

Oliver's Custom Roofing, LLC

\$57,408.00

Agenda Item \( \int \alpha \)

Although, the bid received, was from an out of town company, references were performed and they identified Oliver's Custom Roofing, LLC as a good company, with no issues. Therefore, I am recommending we accept the bid from Oliver's Custom Roofing, LLC. A copy of their bid is attached for your review.

I am requesting a resolution in the amount of \$59,704.32, which includes a 4% change order for unforeseen issues that may arise.

Staff has prepared the necessary authorizing Resolution for your consideration and approval at the March 2, 2015 Board of Aldermen meeting.

Please don't hesitate to contact me should you have any questions.

Agenda Item Da

#### **BID FORM**

#### CITY OF MANCHESTER

Exhibit "A"

ST. LOUIS COUNTY, MISSOURI

To:

City of Manchester

St. Louis County, Missouri

Attached is a signed and notarized Non-collusion affidavit.

Pursuant to and in compliance with your Request for Bids dated January 9, the undersigned <u>company</u> hereby proposes to furnish all tools, labor, equipment and materials and perform all work necessary for, all as required by and in strict conformance with the Bid Specifications inclusive at the lump sum prices listed herein.

It is further understood that this bid must be submitted before 10:00 a.m. on Tuesday, February 10, 2015 in a sealed envelope marked: AQUATIC BUILDING/PAVILION ROOFING PROJECT. All bids received after said time will be returned unopened to the bidder.

COMPANY SUBMITTING BID

Oliver's Custom Roofing, LLC

COMPANY ADDRESS

15 West Jecicho Dr. Greenbrier, AR 72058

COMPANY PHONE NUMBER AND EMAIL ADDRESS

501-514-3938 erikoliverendure figural Loom

AUTHORIZING SIGNATURE/TITLE

AQUATIC BUILDING (include all trim, caps, channels, misc)

89 sq. yds. @ (\$ 552 ) per sq.yd = \$ 49, 128.00

PAVILION (include all trim, caps, and channels, misc)

15 sq. yds. @ (\$ 552 ) per sq.yd = \$ 8,280.00

TOTAL AQUATIC BLDG./PAVILION \$ 57, 408.00

Eifty Selent Thousand Four Hundred eight dollars

Taxes. The Contract amount as stated above includes all sales taxes, excise taxes, and other taxes, for all materials and appliances subject to and upon which taxes are levied.

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Agenda Item_	10/2
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### INTRODUCED BY ALDERMAN HAMILL

## **RESOLUTION NO. 15-**

City Attorney

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO A COOPERATION AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI, SUPPLEMENTING THE CITY'S PREVIOUS MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT COOPERATION AGREEMENT, WHICH HEREAFTER WILL INCLUDE THE HOME INVESTMENT PARTNERSHIP PROGRAM AND THE EMERGENCY SHELTER GRANT PROGRAM

WHEREAS, on June 3, 1993, the City entered into a Cooperation Agreement with St. Louis County, Missouri to undertake Community Development activities in accordance with the Housing and Community Development Act of 1977; and,

WHEREAS, said agreement has been supplemented, from time-to-time, by St. Louis County and the City, and a Public Hearing was held on June 16, 2014 at the Manchester Police Facility; and,

WHEREAS, St. Louis County has qualified as an entitlement community under the Department of Housing and Urban Development (HUD) regulations; and,

WHEREAS, HUD has identified the Home Investment Partnership Program, promoting affordable housing, and the Emergency Shelter Grant Program, assisting the homeless, battered youth, or victims of domestic violence, to be included in the Cooperation Agreement; and,

WHEREAS, the City and St. Louis County desire to enter into this supplemental agreement to undertake a Cooperative Community Development Program and to ensure conformance with federal requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City Administrator is hereby authorized to enter into a Cooperation Agreement on behalf of the City with St. Louis County, Missouri, for the year 2015 supplementing the City's previous Municipal Housing and Community Development Cooperation Agreement, which will hereafter include the Home Investment Partnership Program and the Emergency Shelter Grant Program.

<u>Section Two</u>: The City Administrator is further authorized to do any and all things necessary in order to carry out the terms and conditions of the Agreement referred to herein.

<u>Section Three</u>: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS	DAY OF MARCH	Н, 2015.
		CITY OF MANCHESTER, MISSOURI
	Ву	
ATTEST:		Mayor
City Clerk		
APPROVED AS TO LEGAL FORM:		



## ST. LOUIS COUNTY DEPARTMENT OF PLANNING OFFICE OF COMMUNITY DEVELOPMENT

## MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT SUPPLEMENTAL COOPERATION AGREEMENT

#### NO. 2015

This	Supplemental	Cooperation	Agreement	(hereinafter	referred	to as	the	Supple	emer	ital
Coop	peration Agreem	ent) made and	entered into t	his da	av of			201	5	by
and	between ST. Lo	DUIS COUNTY	', MISSOURI	(hereinafter	referred	to as	"Cou	nty"), a	and t	he
City	0	f Manchester			, Missou					
"Mun	icipality"),				,					-

#### Witnesseth:

Whereas, the United States Congress enacted the Housing and Community Development Act of 1977 (hereinafter referred to as the "Act") providing federal funds to local units of government for the purposes of developing urban communities and improving housing conditions and community services; and

Whereas, the Act allocates funds to County for the purpose of undertaking Community Development Program activities authorized in Section 105 thereof; and

Whereas, the Act recognizes that Municipality may enter into cooperation agreements with County in order to undertake community development activities with Municipality as authorized by Section 105 of the Act; and

Whereas, County and Municipality have enacted ordinances authorizing their chief executive officers to execute a Municipal Housing and Community Development Cooperation Agreement dated the <a href="https://example.com/2014">27th</a> day of <a href="https://example.com/Agreement">August</a>, <a href="https://example.com/2014">2014</a>, (hereinafter referred to as the "Cooperation Agreement") and Supplemental Cooperation Agreements; and

Whereas, the provisions of Section 70.210 to Section 70.320 R.S.Mo. inclusive empower municipalities or political subdivisions to contract with each other for a common service and Section 2.180 of the 1968 County Charter provides that the County Council may, by ordinance, authorize contracts between County and an incorporated area for a common service; and

Whereas, certain provisions of this Supplemental Cooperation Agreement are intended to amend the Municipal Housing and Community Development Cooperation Agreement previously entered into for the purpose of conforming with HUD requirements; and

Whereas, County and Municipality desire to undertake a cooperative Community Development Program in accordance with the Act;

Now, Therefore, County and Municipality mutually agree as follows:

County and Municipality hereby agree to cooperate in the undertaking or assist in the undertaking of essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing as set forth in Exhibit A, "Budget and Scope of Program," attached hereto and made a part hereof. Such activities are to be carried out by Municipality in accordance with County's Community Development Plan and Housing Assistance Plan as submitted to HUD in County's Annual Consolidated Plan for Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant Programs. The community development activities authorized by the Act and outlined in County's Consolidated Plan will be carried out through funds received as a result of the Act and made available to Municipality by County for the purpose of undertaking community development programs. The community development activities to be undertaken by Municipality as set forth in Exhibit A will be performed in accordance with the terms and conditions of the Cooperation Agreement, the Supplemental Cooperation Agreement, and the Subrecipient Policies and Procedures Manual, and may be governed by additional amendments, if any, executed by County and Municipality. This Agreement shall remain in effect without terminating during any time Municipality has CDBG Funds under Contract, including Program Income, as defined by 24 CFR 570 et seg.

- II. Changes in the subprograms and activities as described in Exhibit A may be requested from time to time by either County or Municipality and if mutually agreed upon by and between County and Municipality shall be incorporated by written amendment(s) to the Supplemental Cooperation Agreement. County and Municipality acknowledge and agree that the budget line item "accounts" described in Exhibit A of this Agreement are estimates only and, therefore, the County shall, when necessary, transfer funds between "accounts" without the execution of an amendment to the Supplemental Cooperation Agreement in order to process municipal payment requests.
- III. Municipality agrees that it will contractually obligate funds within twelve months of the executed date of this Supplemental Cooperation Agreement. Funds not contractually obligated as stipulated may be recaptured by County, unless an extension of time has been specifically requested in writing by Municipality and approved in writing by County.
- IV. Municipality further agrees to abide by the provisions of the Single Audit Act of 1984 as amended to wit:
- **A.** Municipality agrees to abide by the provisions of the Office of Management and Budget circulars A-87 and A-110, if applicable.
- **B.** Municipality agrees to have an audit made in accordance with OMB A-133 if total federal grants spent during the fiscal year exceed \$500,000. If total federal grants spent during the fiscal year are less than \$500,000, Municipality shall be exempt from compliance with the Single Audit Act of 1984 as amended and other federal audit requirements prescribed by state and local law or regulation. Nothing above exempts the Municipality from maintaining records of federal grant expenditures or from providing access to such records to federal agencies.
- C. Municipality shall provide a copy of the audit report to the County within 30 days of the completion date of the audit.
- V. Municipality agrees to comply with the following provisions as required by 24 CFR 570.503(b), to wit:
- **A.** Municipality agrees to maintain and submit to County such records and reports as requested and specified by County in order to assist County in meeting its record keeping and reporting requirements.
- **B.** Municipality shall inform County of any and all income generated as the result of a CDBG-funded activity. All such program income shall be returned to County. Program income generated by all Rehabilitation of Private Properties Activities will be used by County for grants and/or expenses related to CDBG Rehabilitation of Private Properties Activities administered or undertaken by County. Municipalities that have County-approved revolving loan funds for Rehabilitation of Private Properties Activities will automatically have program income funds reallocated to aforesaid loan programs. All program income that is generated by non-Rehabilitation of Private Properties Activities will be reallocated by Supplemental Agreement Amendments to Municipality for eligible CDBG activities in accordance with all CDBG requirements as may then apply, and any requirements of the Cooperation Agreement as are applicable.
- C. Municipality shall comply with applicable administrative requirements as described in 570.502.
- **D.** Municipality shall comply with Subpart K of 24 CFR 570 et seq., specifically Sections 570.600 through 570.612, except for the exceptions noted in the regulations, being the Municipality does not assume County's environmental responsibilities under 570.604 and Municipality does not assume County's responsibility for initiating the review process under Executive Order 12372.
- **E.** Municipality agrees that any real property under Municipality's control that was acquired or improved in whole or in part with CDBG funds (1) is used to meet one of the national objectives in 570.208 until five years after expiration of this Agreement, or such longer period of time as determined appropriate by County; or (2) is disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
- VI. Municipality shall comply with Subpart B of 24 CFR part 135 and shall comply with all applicable goals for the utilization of small and disadvantaged businesses in contracting activities of Section 3-covered projects as described in the aforementioned Subpart B.

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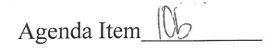
- VII. In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if Municipality materially fails to comply with any term of this Agreement of the award of CDBG funds. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44.
- VIII. Municipality certifies that the Community Development Block Grant Program stipulated in Exhibit A gives maximum feasible priority to activities which benefit low or moderate income families, aid in the prevention or elimination of slums or blight, or are an urgent community development need, but that not less than seventy (70%) of funds received shall be used for activities that benefit low- and moderate-income persons.
- IX. Municipality certifies that it affirmatively furthers fair housing by having enacted a municipal fair housing ordinance and that this fair housing ordinance has a mechanism for enforcement such as a Human Relations Commission.
- X. County hereby certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- XI. County certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- XII. County certifies that to the best of its knowledge and belief:
- A. No federally appropriated funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C. It will require that the language of paragraph XI of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- XIII. County certifies that it will or will continue to provide a drug-free workplace by:
- **A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
- 1. The dangers of drug abuse in the workplace;
- 2. The grantee's policy of maintaining a drug-free workplace;
- 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:
- Abide by the terms of the statement; and

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  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - E. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D(2), with respect to any employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - ${f G.}$  Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A through F.
  - XIV. County certifies that it is following:
  - **A.** A current Consolidated Plan which has been approved by HUD in accordance with Section 105 of the Cranston-Gonzales National Housing Affordability Act; or
  - **B.** A housing assistance plan which was approved by HUD during the 180-day period beginning November 28, 1990, or during such longer period as may be prescribed by the Secretary of HUD in any case for good cause.

## MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT SUPPLEMENTAL COOPERATION AGREEMENT

NO. 2015

In Witness Whereof, the parties ha written.	ive signed this Agreement on the day and year first above
CITY OF MANCHESTER	ST. LOUIS COUNTY, MISSOURI
Ву:	Ву:
Title:	Title: <u>Director, Department of Planning</u>
Attest:	Approved:
Ву:	Ву:
Title:	Title: <u>Director, Community Development</u>
Approved as to Legal Form:	
Municipal Attorney	
Affix Municipal Seal Her	e
accounts against which this obligation receive federal funds sufficient to pay of	to pay the contract sum remain in the appropriation is to be charged, to the extent County continues to contract sum, in accordance with the applicable Municipal t Cooperation Agreement, between Municipality and St.
	Ву:
	Title: Community Development Accounting Supervisor
	Approved:
	Title:Community Development Manager



## MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT SUPPLEMENTAL COOPERATION AGREEMENT

## NO. 2015

## BUDGET AND SCOPE OF PROGRAM

Municipality:	City of Manchester		Total Allocation	\$24,300
HUD Activity	Title: Rehabilitation of	Private Property	HUD Matrix Co	ode: 14A
Fund:	Department:	Division:	Section:	Object:
4540	2500	2580	4074	657110
Grant:	Program:	Activity:	Location:	Project:
NB505	NR25	NHP25	0000	NB505
	The primary objective of			
	lents who are below 80		-	
	orgivable loans, which v			
				ig delicitiones.
		77.77		
***************************************				
			Amount: \$	24 300
			Amount. <u>\$</u>	24,000
HUD Activity	Title:		HIID Matrix (	Podo:
Fund:	Department:	Division:		Code:
r unu.	Бераниети.	DIVISION.	Section:	Object:
Grant:	Program:	Activity:	Location:	Project:
Description: _				
	T TO CONTINUE TO SECURE THE SECUR			
www.ra.a.				
			Amount: \$	

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. 2015.

## INTRODUCED BY ALDERMAN STEVENS

### **RESOLUTION NO. 15 -**

A RESOLUTION ACCEPTING AN OPPORTUNITY GRANT FROM THE REGIONAL ARTS COMMISSION AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROGRAM CONTRACT THEREFOR.

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

<u>Section One</u>: The City of Manchester does hereby accept an Opportunity Grant from the Regional Arts Commission in the amount of One Thousand Two Hundred Dollars (\$1,200.00).

<u>Section Two</u>: The City Administrator is hereby authorized to execute, on behalf of the City, the Program Contract attached hereto as Exhibit "A" and to do all things necessary to fully satisfy the City's obligations under such Contract.

<u>Section Three</u>: The proceeds of such Grant shall be deposited into the operating cash account of the City of Manchester for use by the Arts Council, as deemed appropriate by the Board of Aldermen, in implementing the Arts Council's "Focus 2015" program.

<u>Section Four</u>: For the purposes of the Program Contract, the "Grant Administrator" shall be the City of Manchester Director of Finance.

<u>Section Five</u>: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

DAY OF

	CITY OF MANCHESTER, MISSOURI
	By
ATTEST:	Mayor
City Clerk	
APPROVED AS TO LEGAL FORM:	
City Attorney	

PASSED AND APPROVED THIS

(314) 863 5811 (314) 863 6932 FAX WWW.ART-STL.COM REGIONAL ARTS
COMMISSION OF ST.LOUIS



## PROGRAM CONTRACT NUMBER: FY- 298209

THIS CONTRACT is entered into as of this 13<sup>th</sup> day of February, 2015, by and between the REGIONAL CULTURAL & PERFORMING ARTS DEVELOPMENT COMMISSION, a St. Louis City-County tax supported agency having a principal office at 6128 Delmar Boulevard, St Louis, Missouri 63112, hereinafter referred to as the "COMMISSION", and The City of Manchester, a [association/non-for-profit corporation/corporation] having a principal office at 14318 Manchester Road, Manchester, MO 63011, hereinafter referred to as the "CONTRACTOR".

## RECITALS

WHEREAS, the CONTRACTOR submitted the application [numbered -298209] for funding assistance, a copy of which [together with and including all applicable revisions] is attached as Annex 1 to and incorporated by reference in this Contract (the "Application") to the COMMISSION; and

WHEREAS, the COMMISSION has authorized a maximum dollar allocation specific to the Application and is willing to fund the activities set forth in the Application, subject to the terms and conditions set forth in this Contract;

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises herein contained and for other good and valuable consideration the sufficiency of which is hereby mutually acknowledged, the COMMISSION and the CONTRACTOR do mutually agree as follows:

- 1. Contractor to Perform Program; Applicable Requirements The CONTRACTOR shall provide all necessary personnel, facilities, supplies, equipment, funds, and related resources and skills to timely perform and accomplish the program titled "FOCUS 2015" as further set forth in the Application (collectively, the "Program") in accordance with terms of the Application, the [written] guidelines and restrictions established by the COMMISSION for PROGRAM SUPPORT and the policies of the COMMISSION established from time to time for PROGRAM SUPPORT (collectively, the "Program Requirements").
- 2. Time for Performance; Grant Administration The CONTRACTOR shall perform and complete or cause to be performed and completed the Program in all material respects. The Program shall be administered for the CONTRACTOR including, without limitation, performing the duties of completing all necessary forms and reports required by the COMMISSION (the "GRANT ADMINISTRATOR") by one month after the end date for the program as specified in the application and during the first calendar year of the Program Period the CONTRACTOR shall not substitute any other person as GRANT ADMINISTRATOR without first notifying the COMMISSION in writing and receiving written approval of the COMMISSION for the substitution. The CONTRACTOR shall accomplish the PROGRAM(S) in accordance with the time schedule set forth

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in the Application and shall notify the COMMISSION in writing of any variances from the schedule dates for the PROGRAM(S) set forth in the Application.

- 3. <u>Prior Approval Required for Variance in Program Expense, Revenue</u> The CONTRACTOR shall obtain the COMMISSION'S prior written approval for any variance in expense or revenue totals exceeding ten percent (10%) of the PROGRAM(S) budget as stated in the Application, and/or variances of components as stated in the Application.
- 4. Payments to Contractor; Timing The COMMISSION shall pay during the term of this CONTRACT, to the CONTRACTOR as partial financial assistance for expenses of the PROGRAM(S), the sum of \$1,200.00. Payment as stated herein is contingent upon: A) the CONTRACTOR'S compliance at all times with each of the Program Requirements; and B) the COMMISSION'S actual receipt of revenue upon which the foregoing amount was based. In the event that there is a reduction in the COMMISSION'S revenue, the payment amount authorized may be commensurately reduced or withheld, at the discretion of the COMMISSION. The CONTRACTOR shall request payment in writing accompanied by any support information, which may be requested by the COMMISSION. The COMMISSION reserves the right to establish a method and timing of payment at the COMMISSION'S sole discretion based the Application and the availability of funds at the time such request is made. The COMMISSION may choose to withhold payment or partial payment until successful completion of PROGRAM(S) as stated in the Application, and/or the submission of a final written report, all in accordance with and as required by the Program Requirements. Payments under this Section 4 shall be made generally in accordance with the following schedule: The CONTRACTOR may request up to four (4) partial payments of the sum provided above at any time throughout the PROGRAM period including one month past the end of the PROGRAM period; provided that no such partial payment shall exceed two-thirds of the cash expenses incurred for the PROGRAM by the CONTRACTOR as of the date of the CONTRACTOR's request. The CONTRACTOR shall submit each such request accompanied by an invoice for payment by electronic means to the COMMISSION. The CONTRACTOR's final request shall be submitted along with the final written report for the PROGRAM to the COMMISSION, all in accordance with the Program Requirements. A maximum of 90% of the total dollar allocation may be requested prior to submission of the final written report. The CONTRACTOR may request and the COMMISSION, in its sole discretion, may grant up to 25% of the total annual sum provided above in advance of the PROGRAM to be applied solely to specific bills relating to the PROGRAM. Any such request for advance funds shall be in writing, accompanied by documentation of the expenses incurred or to be incurred.
- 5. Use of Contract Funds The CONTRACTOR shall apply and use all funds received from the COMMISSION and all funds expended or held by the CONTRACTOR under this CONTRACT for the sole purpose of accomplishing the PROGRAM(S), and none of the funds so held or received shall be diverted to any other use or purpose, whatsoever.
- 6. Indemnification The CONTRACTOR shall notify all persons with whom the CONTRACTOR contracts or does business that the CONTRACTOR shall be solely responsible for payment of costs in connection with the PROGRAM(S), and agrees to indemnify, defend with counsel of the COMMISSION's choosing, and hold harmless the COMMISSION and the COMMISSION"S officials, officers, agents, attorneys, employees and representatives acting in any capacity from any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of the PROGRAM(S), or from any work or thing done in connection with the PROGRAM(S) or by or on behalf of the CONTRACTOR in connection with this CONTRACT.

- 7. Acknowledgement of Commission Support The CONTRACTOR shall include acknowledgement of the COMMISSION'S financial support in all printed, online, and broadcast promotion, publicity, advertising, and programs in connection with the PROGRAM(S) with the following credit line: "WITH SUPPORT FROM THE REGIONAL ARTS COMMISSION" and the designated COMMISSION logo located on the COMMISSION website. The CONTRACTOR further agrees to enter all PROGRAM events that are open to public audiences in the COMMISSION online cultural calendar.
- Compliance with Applicable Law The CONTRACTOR shall at all times abide by and comply with any
  applicable local, state, and federal laws, regulations, or other policies relating to funds provided
  by this CONTRACT.
- 9. Access to Records The CONTRACTOR agrees that the COMMISSION and governmental auditors and representatives shall have access to any records for the purpose of audit or examination of any information submitted to the COMMISSION, as contained in the Application, and/or the receipts and disbursements of the funds made available to the CONTRACTOR from any source under this CONTRACT. The CONTRACTOR further agrees that any audit exception noted by auditors or representatives shall not be paid in reimbursement by the COMMISSION and shall be the sole responsibility of the CONTRACTOR.
- Discrimination Prohibited During the term of this CONTRACT, the CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, age, veteran or handicap status, unless with respect to sex, age, or the handicapped it can be determined that such employment restrictions relate to a bona fide occupational qualification. During the term of this CONTRACT, the CONTRACTOR shall furnish a written notice or include these provisions in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, in all subcontracts, and to any labor union with which the CONTRACTOR may have a bargaining or other agreement.
- 11. Expectations of the Parties This CONTRACT is predicated, in part and among other considerations, on the utilization of specific individual(s) and/or personnel qualification(s) as identified and/or described in the Application, and in the event of any material deviations from (as determined by the COMMISSION in its sole discretion), or substitutions to such specific individual(s) and/or personnel qualification(s), the CONTRACTOR shall notify the COMMISSION in writing and the COMMISSION shall have the right in its sole discretion to cancel this CONTRACT. If the CONTRACTOR is unable for any reason to complete any portion of an entire PROGRAM, the CONTRACTOR shall so notify the COMMISSION in writing before the expiration date of the grant period and shall provide for approval by the COMMISION a substitution or variation to the PROGRAM. The COMMISSION agrees that approval of such substitution or variation will not be unreasonably withheld.
- 12. Cancellation by Commission The COMMISSION shall have the right to cancel this CONTRACT should the CONTRACTOR violate any of the conditions of this CONTRACT, or if for any reason beyond the control of the COMMISSION, funding contemplated for the PROGRAM(s) becomes unavailable. Notice of such cancellation, and of the date thereof, shall be given in writing to the CONTRACTOR, and the contract shall be terminated at such date and no party shall have any further obligation to the other under this CONTRACT; provided that reasonable allowance and reimbursement by the COMMISSION may be made for any expense incurred or service performed by the CONTRACTOR, if appropriate in the sole and conclusive determination of the COMMISSION.
- 13. Cancellation by Contractor The CONTRACTOR shall have the right to cancel this contract by giving

thirty (30) days advance written notice to the COMMISSION and upon receipt by the COMMISSION of such written notice and the lapse of the thirty day notice period, no party shall have any further obligation to the other under this CONTRACT.

- 14. Admission to Program(s) To provide members of the COMMISSION, the COMMISSION STAFF, and the MEMBERS of the appropriate ADVISORY PANEL of the COMMISSION opportunity to report and appraise the caliber of PROGRAM(S) supported by COMMISSION funds, the CONTRACTOR agrees to admit, without charge, all said individuals to such PROGRAM(S). The CONTRACTOR agrees to make arrangements when possible for these admissions and may choose to issue invitations to said individuals by specific date and event.
- 15. Commission Decisions It is mutually determined and agreed by both parties that the Recitals hereto set forth the extent and purpose, for which this CONTRACT was entered, however, the parties further mutually agree that the COMMISSION shall have the right to decide all questions that may arise relative to the interpretation of this CONTRACT. Unless otherwise provided to the CONTRACTOR in writing, all decisions on behalf of the COMMISSION in connection within this CONTRACT shall be rendered for the COMMISSION by the COMMISSION'S Executive Director or other representative of the COMMISSION designated in writing and the CONTRACTOR shall acknowledge all such decisions as rendered by the COMMISSION.
- 16. <u>Notices</u> All notices and correspondence in connection with this CONTRACT shall be in writing and shall be delivered by hand delivery, facsimile, or first class mail, postage prepaid to the parties as set forth below:

If to the COMMISSION: St. Louis Regional Cultural and Performing Arts Development Commission 6128 Delmar Boulevard St Louis, Missouri 63112

ATTN: Executive Director

If to the CONTRACTOR: The City of Manchester 14318 Manchester Road Manchester, MO 63011

Such addresses may be changed by notice to the other parties given in the same manner provided above.

17. <u>Public Liability Strictly Limited</u> The parties hereto agree that remedies for any claim arising out of this CONTRACT shall be limited to equitable relief including the availability of specific performance and in no event shall the COMMISSION or any official, officer, agent, attorney, employee, or representative have any liability in damages or any other monetary liability to the CONTRACTOR in respect of any suit, claim, or cause of action arising out of this CONTRACT. No official, officer, agent, attorney, employee, or representative of the COMMISSION shall be personally liable to the CONTRACTOR or any successor, assign, heir or personal representative of the CONTRACTOR in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this CONTRACT other than for intentionally wrongful conduct of such party.

#### 18. Miscellaneous

- a. <u>Counterparts</u> This CONTRACT may be executed in counterparts, each of which shall be deemed and original, but all of which shall constitute one and the same instrument.
- b. Entire Agreement; Time for Modification; No Waiver This CONTRACT, together with the exhibits hereto, represents the entire agreement between the parties and no oral statement or prior written matter shall have any force or effect. This Agreement shall not be modified except by writing subscribed by the parties hereto before the conclusion of the time period stipulated in Section Two (2) of this CONTRACT. The

failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this CONTRACT to be performed or observed by an other party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

- c. No Waiver of Sovereign Immunity Nothing in this Agreement shall be construed or deemed to constitute a waiver of the COMMISSION's sovereign immunity.
- d. Relationship of the Parties; No Third Party Beneficiaries Nothing contained in this CONTRACT nor any act of the COMMISSION or the CONTRACTOR shall be deemed or construed to create a partnership between or among any party and this CONTRACT is and shall be limited to the specific purposes set out herein. Other than as expressly provided in this CONTRACT, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, another party. The parties do not intend to confer any benefit under this CONTRACT on any other person or entity other than the parties hereto.
- e. <u>Captions</u>; <u>Recitals and Exhibits</u>; <u>Agreement Preparation</u> Captions and headings used throughout this CONTRACT are for convenience and reference only and the words contained therein shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this CONTRACT. The Recitals found at the beginning of this CONTRACT are incorporated herein by reference and are important and material parts of this CONTRACT. In any interpretation, construction or determination of the meaning of any provision of this CONTRACT, no presumption whatsoever shall arise from the fact that the CONTRACT was prepared by or on behalf of any party hereto.
- f. <u>Governing Law; Venue</u> This CONTRACT and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this CONTRACT shall be instituted only in the Circuit Court of the City of St. Louis or in federal court of the Eastern District of Missouri and waive any objections based upon venue or forum non conveniens or otherwise.
- g. Severability If any provision of this CONTRACT shall be unenforceable, the remainder of this CONTRACT shall be enforced as if such provision were not contained herein.
- h. <u>Successors and Assigns; Binding Effect</u> This CONTRACT may not be assigned by any party hereto without the prior written consent of all other parties. No assignment, unless specifically provided for in the consent thereto, shall relieve the assigning party of any liability hereunder. This CONTRACT shall be binding upon the parties hereto and their heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first written.

AUTHORIZED REPRESENTATIVE OF COMMISSION

fier a. Me 4.

AUTHORIZED OFFICIAL FOR CONTRACTOR

Signature	Signature
Jill A. McGuire	
Authorized Official (type name)	Authorized Official (type name)
Executive Director	
Title	Title
2/13/2015	
Date	Date

ANNEX 1

THE APPLICATION (including all applicable revisions)

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## INTRODUCED BY ALDERMAN CLEMENT

**BILL NO. 15-**

ORDINANCE NO. 15-

AN ORDINANCE CREATING A SPECIAL USE PERMIT AND GRANTING THE SAME TO PRECISION MASSAGE, LLC TO OPERATE A MASSAGE THERAPIST FACILITY AT 128 ENCHANTED PARKWAY, SUITE 102, AS PROVIDED FOR IN SECTION 405.240(C)(5)(h) OF THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER.

WHEREAS, Precision Massage, LLC, has heretofore made application for a Special Use Permit to operate a massage therapist facility at 128 Enchanted Parkway, Suite 102 (the "Property"); and,

WHEREAS, the Planning and Zoning Commission reviewed said application on February 23, 2015; and,

WHEREAS, the Planning and Zoning Commission did, after due consideration, recommend to the Board of Aldermen of the City of Manchester the granting of said Special Use Permit for the Property; and,

WHEREAS, the Board of Aldermen did, on the 2nd day of March, 2015, after publication of notice as required by the laws of the State of Missouri and the Ordinances of the City of Manchester, hold a public hearing all in accordance with the provisions of Section 405.550 (D) of the Code of Ordinances of the City of Manchester, and after conducting said public hearing did take the proposed Special Use Permit under advisement; and,

WHEREAS, the Board of Aldermen of the City of Manchester, having fully considered the recommended Special Use Permit, does find that the proposed use would not substantially increase traffic hazards, would not adversely affect the character of the neighborhood, would not adversely affect the general welfare of the community, would not overtax public utilities, and the Board of Aldermen does further find that the proposed use is in the best interest of the public welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI AS FOLLOWS:

Section One: A Special Use Permit is hereby granted to Precision Massage, LLC (sometimes referred to herein as "Holder") to use the property at 128 Enchanted Parkway, Suite 102 (the "Site") for the operation of a massage therapist facility at 128 Enchanted Parkway, Suite 102, as provided in Section 405.240(C)(5)(h) of the Code of Ordinances of the City of Manchester. Attached hereto as Exhibit "A" is the legal description for the Site.

Section Two: Holder, by accepting and acting under this Special Use Permit, acquiesces and accepts same subject to the reservations, conditions and restrictions which are made a part hereof, and said Holder, by said action, does agree that any time such requirements are not met, this Special Use Permit may be revoked and terminated, and does further agree that it, its successors and assigns, shall be held to have acquired no special rights, privileges, or immunities by virtue of proceeding to expend money, time or effort in the construction, improvement or maintenance of land herein described and for which this Special Use Permit is granted.

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### INTRODUCED BY ALDERMAN CLEMENT

PASSED AND APPROVED THIS

BILL NO. 15
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ORDINANCE NO. 15-

2015.

Section Three: The Special Use Permit granted hereunder shall be deemed to have been abandoned one (1) year after the date of the adoption of this Ordinance unless Holder has received from the City of Manchester a business license or its equivalent within such year; except that, for reasonable cause, the Board of Aldermen for the City of Manchester may grant one (1) or more extensions of time for additional periods not exceeding ninety (90) days for each such extension within which period such holder shall receive a business license or its equivalent.

<u>Section Four</u>: This Special Use Permit shall be non-assignable without the expressed consent of the City of Manchester and is contingent upon the compliance with the Code of Ordinances of the City of Manchester, the Zoning Ordinance of the City, all applicable building codes, fire codes and other governmental regulations.

<u>Section Five</u>: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law, but is expressly subject to the continuous and ongoing satisfaction of the following specific conditions:

1. All massage therapists employed by Holder or working within the Site shall be duly licensed by the State of Missouri and shall exhibit such licenses in a visible location within the Site.

DAY OF

	CITY OF MANCHESTER, MISSOURI
ATTEST:	ByMayor
City Clerk	
APPROVED AS TO LEGAL FORM:	
City Attorney	

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INTRODUCED BY ALDERMAN CLEMEN	IT
BILL NO. 15-	ORDINANCE NO. 15-
foregoing Special Use Permit from the City	f of Precision Massage, LLC, do hereby accept the y of Manchester upon the terms and conditions above ge, LLC's intention and obligation to fully comply with oned Special Use Permit.
Dated this day of	, 2015.
	PRECISION MASSAGE, LLC.
	By Elizabeth Ann Maddox Manager

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## Exhibit "A"

Lot 3 of Kelly-Covert Office Park, according to the plat thereof recorded in Plat Book 281 Page(s) 9 of the St. Louis County Records.

Page 1 of 1



# Agenda Item 100 Application for special use permit

City of Manchester, 14318 Manchester Rd., Manchester, MO 63011

The state of the s	nester No., Manchester, MO 63077	Pi	n: 636 227 1385, Ext. 107; Fax: 636 821 8099
1	REQUIR	EMENTS	
Every application submitted to	o the Planning and Zoning Commi	ission for review and a	approval must contain the following:
☐ A non-refundable fee of !	\$300.	201 223 223 21 21 <b>21 10</b>	Approved made domain the following.
☐ Twenty (20) copies of:			
o A plot survey/sket	tch/site plan, to scale and showing	lot/property in questi	on.
o A letter of Intent of	escribing the proposed use of the	Special Lice Dormit 1	Doporintian ann include that
10/ 210 110(0)	he business, hours of operation, no number of parking spaces assign	HITTOPIC OF AMBIANAA	etc.
<ul> <li>Any other pertiner</li> </ul>	It Information for the Commission	to ravious with your an	anlication
Completed application W	th applicant's (or representative's)	name and address w	ho will appear before the Commission
If any information is incomple	te or not provided, the proposa	I may not be schedu	led for a Commission meeting.
	PLEASE	PRINT	
PROPERTY OWNER TA	emas Rikelly		
ADDRESS 130	4 Brown and an	Dag Marga	10 0 (>12.1
ADDRESS 1 0C	- Free Corrocate	Hes Peres	, Missour, 63/3/
PHONE 31	1-609-1051	FAX 3	
		FAX   >1	1022 0024
CONTRACTOR/ APPLICANT	-1· 1 11	A 1/2 1	1
NAME	Elizabeth 1	Inn Maa	A6X
COMPANY NAME	Precision Mas	ssage LL	(formerly Schah Massage Thera
John All Maile	117051	- J_ J.	
ADDRESS	16/37 Kingstow	nc Estate	S Dr. Wildwood Ma
DUONETYTENOLON	714-412-70UQ		
PHONE/EXTENSION	214 110 2010	FAX 650	6-273-9266
PERMIT TO BE PICKED UP BY	☐ Property Owner	Applicant/Cont	ractor
ADDRESS OF SPECIAL USE	-AC + 1 A +		
ADDRESS OF SPECIAL USE	28 Enchan tea Parki	way Stite 10	2 Manchester Ma 63021
LEGAL DESCRIPTION OF	NIA	//	17400
PROPERTY	NA		(740 Square Lect)
LEGAL DESCRIPTION OF	NA		
PROPERTY (continued)	1027V		
PROPOSED SPECIAL USE T	herapeutic mass	igge therap	V
EXISTING ZONING	1	PS BACIO.	/
	1		
will conform to all applicable laws or	contained in this application and f the City of Manchester	accompanying drawi	ngs and/or plats are correct, and that I
- 0/1	N. O. Mad	M -	- 10
Owner Contractor _ Unal	con un 11000	WX	Date 2 - 2 - 15
	PLANNING AND ZONIN	NG USE ONLY	
1 . 1			Manchester Permit # 15-SUP 002
Received by Nathy WW	t	Oily Of	Plas
Director, F	Planning and Zoning and Economic Do	evelonment	X Fee Paid On: 2-3-15
5 7		VP-11V11L	

APP\_Special Use Permit

Rev. 2/28/2014

CITY OF MANCHESTER
PLANNING AND ZONING DEPARTMENT
STAFF REPORT

### **Project Information**

February 23, 2015

Case:

#15-SUP-002

Applicant:

Elizabeth Ann Maddox d/b/a Precision Massage, L.L.C.

Activity:

Special Use Permit to operate a Massage Therapist Facility

Zoning District:

C-1 Commercial District

Address:

128 Enchanted Parkway, Suite 102

#### Background

The petitioner currently operates a massage therapist facility at 128 Enchanted Parkway in Suite 201. That business, named Selah Massage Therapies, L.L.C., was authorized by a Special Use Permit issued by the Board of Aldermen in 2008. The petitioner is seeking a new Special Use Permit due to the expansion of the business. The petitioner is also changing her business name to Precision Massage, L.L.C.

The current SUP authorizes the operation of a massage facility in a suite that contains one (1) treatment room and a waiting room. The requested SUP would authorize three (3) treatment rooms, a waiting room, and a business office space. The new location will include the owner as a massage therapist, along with two (2) additional therapists as independent contractors. All massage therapists will be licensed by the State of Missouri.

Attached is a copy of the application, aerial plan, legal description, the Statement of Intent from the business owner, the floor plans for the new facility, a map showing the subject property and its zoning, and photos of the property.

## **Staff Comments**

Massage therapists are only allowed by Special Use Permit in the C-1 Commercial District. The Department recommends all practitioners be licensed by the State of Missouri. Even though the petitioner has stated that their therapists will be licensed, the Department believes strongly in this requirement and would encourage the Commission to stipulate this as a condition of the Special Use Permit.

There will be no external changes to the property relative to this business. The business is moving from the second floor to a larger suite on the first floor. The business is replacing a hair salon that was formerly in the space on the first floor. Since the parking requirements are the same for a hair salon and a massage therapist facility, no changes in parking would be necessary. No Site Plan review would be required since there are no changes to the property.

Staff recommends a favorable recommendation of this Special Use Permit application, with the requirement that all therapists be licensed by the State. Should the Commission recommend favorable approval; the application will be set for a public hearing before the Board of Aldermen on March 2, 2015. Due to the fact that the petitioner already has an existing Special Use Permit for the same use, staff felt an expedited timeframe was appropriate.

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## STATEMENT OF INTENT FOR PRECISION MASSAGE THERAPIES, LLC (FORMERLY SELAH MASSAGE THERAPIES, LLC)

I, Elizabeth Ann Maddox, am a Missouri-Licensed Physical Therapist, and a Nationally Board Certified and Missouri State Licensed Massage Therapist. I am also certified in PNMT, Precision Neuromuscular Therapy, and am an instructor of the PNMT seminars. I intend to rent 128 Enchanted Parkway, Suite 102, Manchester, Missouri, 63021, for the sole purpose of operating my therapeutic massage practice. Because of my experience as a physical therapist, my patients mostly consist of people who have a variety of musculoskeletal and neurological diagnoses.

In August, 2008, I petitioned to occupy 128 Enchanted Parkway, Suite 201, and was approved and have been successfully renting that space to this date. My business has been growing in the interim, now necessitating a move to a larger space. I intend to hire Independent Contractors to fill 2 Full Time Equivalents, so that between those licensed massage therapists and myself, we will fully utilize 3 treatment rooms, a waiting room and an staff office. All of the massage therapists will be fully licensed according to the laws of the State of Missouri, and the City of Manchester, Missouri. As mandated by those laws, each will carry his/her own liability insurance, and will comply with the City of Manchester and State of Missouri laws. The hours of operation will be 7:00 a.m. to 10:00 p.m. Monday through Saturday, between all therapists.

I am also requesting an emergency reading. I am respectfully asking that at my first Public Hearing, March 2, 2015, a second emergency reading could be done. My second hearing normally would be scheduled by your office to be held on March 16, 2015. As I will be out of town on that date, and as my landlord, Tom Kelly, is anxious to complete the move in a timely manner, I am in need of this emergency second reading to take place at the first reading, March 2, 2015.

I sincerely thank you for your time and consideration in this matter.

Elizabeth Ann Maddox, PT/LMT Owner, Precision Massage, LLC (formerly Selah Massage Therapies, LLC)

## REQUEST FOR PRECISION MASSAGE (FORMERLY SELAH MASSAGE THERAPIES, LLC) FOR 128 ENCHANTED PARKWAY SUITE 102, MANCHESTER, MISSOURI, 63021

## February 23 and March 2, 2015

## I. CREDENTILS

- A. Physical Therapy B.S. P.T. Maryville University 1989. Passed State Licensure exam. Maintain 30 or more hours of accredited continuing education hours every 2 years. Follow all local, state and national laws and codes of ethics.
- B. Massage Therapy Completed a 600 hour program from a Board of Healing Arts approved institution, St. Charles School of Massage Therapy, 2002. Passed National Certification exam, State License and National Board Certification. Maintain 12 hours of continuing education every 2 years. Abide by all State and Local laws.
- II. Obtained and Maintain all necessary licenses for both Massage Therapy and Physical Therapy.

## III. Professional Resume

- A. Physical Therapy –
- 6 years as a staff PT then CCCE at Mercy Hospital, St. Louis, Missouri
- 2 years as a staff PT at Therapy Finders, contract agency
- 8 years as a staff PT at Injury Specialists, chronic pain clinic
- B. Massage Therapy –
- $\,$   $\,$  2002-2003  $\,$  Selah Massage Therapies, LLC owner and operator, providing in-home therapeutic massage
- -2003-2008 Selah Massage Therapies, LLC owner and operator, providing therapeutic massage therapy on an out-patient basis at Mason Ln. location
- -2008 to present Selah Massage Therapies, LLC owner and operator, providing therapeutic massage therapy on an out-patient basis at 128 Enchanted Parkway, Suite 201
- -2010 to present instructor for NMT Midwest teaching PNMT at massage therapy schools an as continuing education
- III. Location: Reason for relocation. Expanding practice in response to increased demand/growing business, requiring taking on independent contractors and requiring greater space. Parking spaces equal 27 and square footage of suite 102 is 740 ft2. Therapists only seeing 1 patient at a time, parking needs are met. By nature, massage therapy is exceedingly quiet in nature, and thereby not disturbing to surrounding businesses. My patient base is referrals from physician, chiropractors, physical therapists. Patients consist of chronic pain, neurological, orthopedic, pregnancy, stress management and musculoskeletal issues.

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## Missouri Revised Statutes

Chapter 324
Occupations and Professions General Provisions

←324.262

Section 324.265.1

324.267→

August 28, 2014

Massage therapists, qualifications of applicants--waiver, when--licensure term, renewal-student license, when--provisional license, when--exemptions--exemptions for certain therapists licensed in other jurisdictions.

- 324.265. 1. A person desiring a license to practice massage therapy shall be at least eighteen years of age, shall be of good moral character, shall pay the appropriate required application fee, and shall submit satisfactory evidence to the board of meeting at least one of the following requirements:
- (1) Has passed a statistically valid examination on therapeutic massage and body work which is approved by the board, prior to August 28, 1999, and applies for such license by December 31, 2000; or
- (2) Has completed a program of massage therapy studies, as defined by the board, consisting of at least five hundred hours of supervised instruction and subsequently passing an examination approved by the board. The examination may consist of school examinations. The program and course of instruction shall be approved by the board.
- (a) The five hundred hours of supervised instruction shall consist of three hundred hours dedicated to massage theory and practice techniques, one hundred hours dedicated to the study of anatomy and physiology, fifty hours dedicated to business practice, professional ethics, hygiene and massage law in the state of Missouri, and fifty hours dedicated to ancillary therapies, including cardiopulmonary resuscitation (CPR) and first aid.
- (b) A person completing a massage therapy program comprised of less than five hundred hours of supervised instruction may submit an application for licensure and the board shall establish requirements for the applicant to complete the requirements of paragraph (a) of subdivision (2) of this subsection.
- 2. A person who has practiced less than three years or has less than one hundred hours of training may request a waiver of the requirements of subsection 1 of this section and apply for a temporary two-year license which shall not be renewable. By the end of such two-year period, such person shall complete at least one hundred additional hours of formal training, including at least twenty-five hours in anatomy and physiology, in a school approved by the board. Such person shall have until December 31, 2000, to apply for a temporary license pursuant to this subsection.

3. Each license issued pursuant to the provisions of this section shall expire on its renewal date. The board shall renew any license upon:

- (1) Application for renewal;
- (2) Proof, as provided by rule, that the therapist has completed twelve hours of continuing education; and
- (3) Payment of the appropriate renewal fee. Failure to obtain the required continuing education hours, submit satisfactory evidence, or maintain required documentation is a violation of this subsection. As provided by rule, the board may waive or extend the time requirements for completion of continuing education for reasons related to health, military service, foreign residency, or other good cause. All requests for waivers or extensions of time shall be made in writing and submitted to the board before the renewal date.
- 4. An applicant who possesses the qualifications specified in subsection 2 of this section to take the examination approved by the board may be granted a provisional license to engage in the practice of massage therapy. An applicant for a provisional license shall submit proof that the applicant has applied for the examination approved by the board. A provisional license shall be valid for one year from the date of issuance and shall be deemed void upon its expiration date. A provisional licensee is prohibited from practicing massage therapy after expiration of the provisional license.
- 5. As determined by the board, students making substantial progress toward completion of their training in an approved curriculum shall be granted a student license for the purpose of practicing massage therapy on the public while under the supervision of a massage therapy instructor.
- 6. A student license may be renewed until the student completes such student's training. Upon request, the board may extend a provisional license for good cause at the discretion of the board. An application for the extension of a provisional license shall be submitted to the board prior to the expiration of the provisional license.
- 7. The following practitioners are exempt from the provisions of this section upon filing written proof with the board that they meet one or more of the following:
- Persons who act under a Missouri state license, registration, or certification and perform soft tissue manipulation within their scope of practice;
- (2) Persons who restrict their manipulation of the soft tissues of the human body to the hands, feet or ears;
- (3) Persons who use touch and words to deepen awareness of existing patterns of movement in the human body as well as to suggest new possibilities of movement;
- (4) Persons who manipulate the human body above the neck, below the elbow, and below the knee and do not disrobe the client in performing such manipulation.
- 8. Any nonresident person licensed, registered, or certified by another state or territory of the United States, the District of Columbia, or foreign territory or recognized certification system determined as acceptable by the board shall be exempt from licensure as defined in this chapter, if

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such persons are incidentally called into the state to teach a course related to massage or body work therapy or to provide massage therapy services as part of an emergency response team working in conjunction with disaster relief officials.

9. Any nonresident person holding a current license, registration, or certification in massage therapy from another state or recognized national certification system determined as acceptable by the board shall be exempt from licensure as defined in this chapter when temporarily present in this state for the purpose of providing massage therapy services at special events such as conventions, sporting events, educational field trips, conferences, and traveling shows or exhibitions.

(L. 1998 H.B. 1601, et al., A.L. 1999 H.B. 343 merged with S.B. 362, A.L. 2006 S.B. 756, A.L. 2008 H.B. 1419)

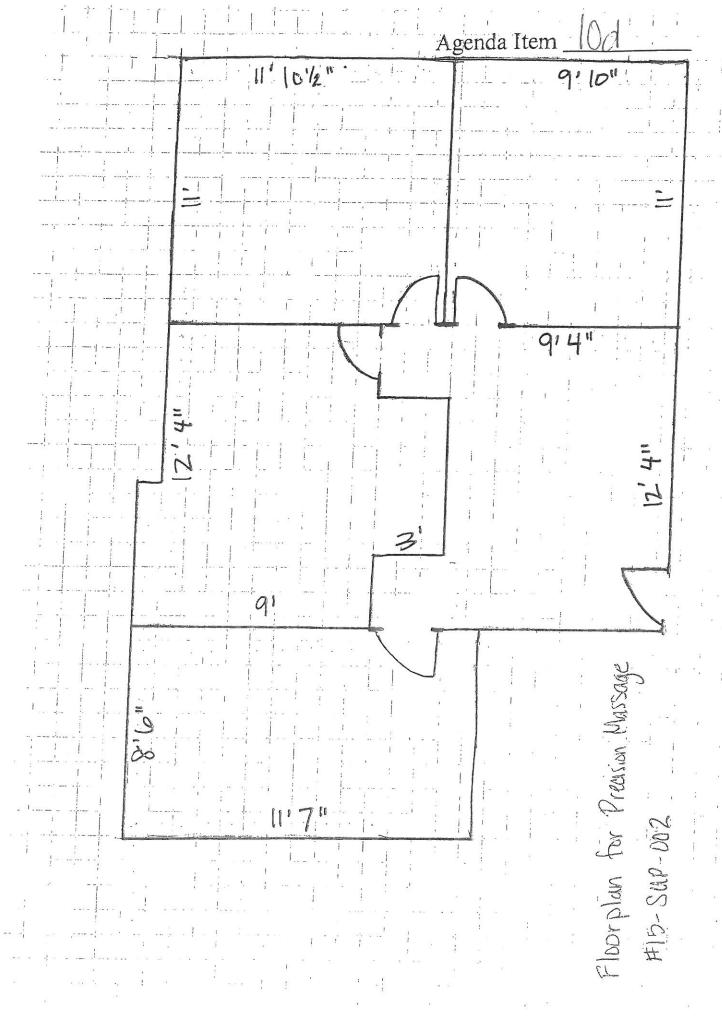
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Missouri General Assembly

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## **CASE #15-SUP-002**

A request for a Special Use Permit has been made by Elizabeth Ann Maddox of Precision Massage, LLC (formerly Selah Massage Therapies, LLC) for a massage therapist business at

## 128 Enchanted Parkway, Suite 102.

The property is zoned C-1 Commercial District.

